

# COMPOSITE EXHIBIT B

2/7/2019 11:17 AM  
Marilyn Burgess - District Clerk Harris County  
Envelope No. 31010116  
By: Anais Aguirre  
Filed: 2/7/2019 11:17 AM

## The State of Texas



Service of Process  
P.O. Box 12079  
Austin, Texas 78711-2079

Phone: 512-463-5560  
Fax: 512-463-0873  
TTY (800) 735-2989  
www.sos.state.tx.us

### Secretary of State

January 16, 2019

Alicia M. Matsushima, Esq.  
Matsushima, Garner PLLC  
2525 Robinhood Street  
Houston, TX 77005

**2019-298700**  
Include reference number in  
all correspondence

RE: Cladirect Inc VS Bariven S A  
334th Judicial District Court Of Harris County, Texas  
Cause No: 201874633

Dear Sir/Madam:

Please find enclosed your Certificate(s) of Service for the case styled above.

If this office may be of further assistance to you, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Michael Orta".

Michael Orta  
Service of Process

Enclosure

Unofficial Copy Office of Marilyn Burgess District Clerk



**The State of Texas**  
**Secretary of State**

2019-298700-1

I, the undersigned, as Secretary of State of Texas DO HEREBY CERTIFY that according to the records of this office, a copy of the Citation and Plaintiff's Verified First Amended Original Petition in the cause styled:

Cladirect Inc VS Bariven S A  
334th Judicial District Court Of Harris County, Texas  
Cause No: 201874633

was received by this office on November 15, 2018, and that a copy was forwarded on November 16, 2018, by REGISTERED MAIL, return receipt requested to:

Bariven S A  
Centro Empresarial Eurobuilding, Piso 10  
Calle La Guairita  
Caracas  
Distrito Federal  
Venezuela

As of this date, no response has been received in this office.



Date issued: January 16, 2019

A handwritten signature in black ink, appearing to read "David Whitley".

**David Whitley**  
**Secretary of State**

GF/mr

# Exhibit A

## Arrondissementsparket Den Haag

2/5/2019 2:55:02 PM  
Marilyn Burgess - District Clerk  
Harris County  
Envelope No: 30949446  
By: JIMENEZ, DANIELLE N  
Filed: 2/5/2019 2:55:02 PM

Postadres Postbus 20302, NL-2500 EH Den Haag Nederland

Alicia M. Matsushima, Esq "Counsil of record"  
Matsushima garner PLLC  
2525 Robinhood Street  
Houston, Texas 77005 USA

Bezoekadres  
Paleis van Justitie  
Prins Clauslaan 60  
NL-2595 AJ Den Haag  
Telefoon +31 (0)88 699 1300

Team	Sectie 4/ Internationale Rechtshulp
Contact	Mevr. M.G. van der Zee
Telephone extension(s)	+31 88 699 7798
Date	January 1, 2019
Our reference	IR 918.132.594
Your reference	2018-74633
Enclosure(s)	
Concerning	Your request

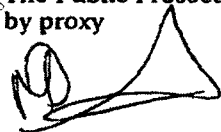
Gaarne bij uw reactie  
onderdeel, contactpersoon,  
ons kenmerk en datum vermelden

Dear sir/madam,

Herewith I return your documents. The request made in them has been  
complied with.

I trust I have been of service to you with this information.

Yours faithfully,  
The Public Prosecutor,  
by proxy



Mevr. M.G. van der Zee  
Administrative clerk

# CERTIFICATE ATTESTATION

The undersigned authority has the honour to certify, in conformity with Article 6 of the Convention,  
L'autorité soussignée a l'honneur d'attester conformément à l'article 6 de ladite Convention.

☒ 1. that the document has been served\*  
que la demande a été exécutée\*

27-12-2018  
den Haag President Kennedylaan 19

<input checked="" type="checkbox"/> the (date) / le (date): <input checked="" type="checkbox"/> at (place, street, number): à (localité, rue, numéro):	1. Insert the date when the document was served 2. Insert the place, street and number where the document was served
--	---

**- in one of the following methods authorised by Article 5:**  
dans une des formes suivantes prévues à l'article 5 :

<input type="checkbox"/>	a) in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention* selon les formes légales (article 5, alinéa premier, lettre a))
<input type="checkbox"/>	b) in accordance with the following particular method*: selon la forme particulière suivante* : 
<input type="checkbox"/>	c) by delivery to the addressee, if he accepts it voluntarily* par remise simple*

The documents referred to in the request have been delivered to:  
Les documents mentionnés dans la demande ont été remis à :

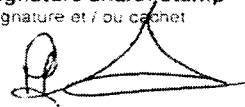
<b>Identity and description of person:</b> Identité et qualité de la personne :	3. Insert the identity and description of the person who received the documents
<b>Relationship to the addressee (family, business or other):</b> Liens de parenté, de subordination ou autres, avec le destinataire de l'acte :	4. Insert the relationship to the addressee of the person who received the documents

☐ 2. that the document has not been served, by reason of the following facts\*:  
que la demande n'a pas été exécutée, en raison des faits suivants\*

5. Insert facts/reasons why the document has not been served

☐ In conformity with the second paragraph of Article 12 of the Convention, the applicant is requested to pay or reimburse the expenses detailed in the attached statement\*.  
Conformément à l'article 12, alinéa 2, de ladite Convention, le requérant est prié de payer ou de rembourser les frais dont le détail figure au mémoire ci-joint\*

## Annexes / Annexes

<b>Documents returned:</b> Pièces renvoyées :	Insert a list of the documents that are being returned
<b>In appropriate cases, documents establishing the service:</b> Le cas échéant, les documents justificatifs de l'exécution : <small>* if appropriate / s'il y a lieu</small>	Insert a list of the documents that establish that service has been effected
<b>Done at / Fait à</b> Insert the location where you signed the Certificate	<b>Signature and/or stamp</b> Signature et / ou cachet
<b>The / le</b> Insert the date on which you signed the Request (spelt out in full) 2-1-2019	

incasso &amp; gerechtsdeurwaarders

ORIGINEEL

G N mastering credit



dossiernummer : L1439824

PDVSA Services B.V.  
 President Kennedylaan 19  
 2517 JK 's-Gravenhage

ONLINE UW ZAKEN  
 REGELEN MET GGN?  
 Bezoek de website  
[www.ggn.nl/mijnincasso](http://www.ggn.nl/mijnincasso)  
 en bekijk de mogelijkheden.

**CORRESPONDENTIE EN BETALINGEN UITSLUITEND RICHTEN AAN:**

Arrondissementsparket Den Haag, Postbus 20302, 2500 EH 's-Gravenhage. Telefoon: 088-6991300.  
 Referentie: IR 918.132.594.

**BETEKENING HBV**

Vandaag, de **zevenentwintigste december** tweeduizendachtien;

heb ik, Walter Fradenk Dirk van den Oever, gerechts-  
 deurwaarder met plaats van vestiging 's-Gravenhage,  
 kantoorhoudende aldaar aan de Prinses Alexialaan 8;

op verzoek van de vennootschap naar het recht van de plaats harer vestiging CLAdirect Inc., gevestigd en kantoorhoudende te Doral, Verenigde Staten van Amerika, voor deze zaak woonplaats kiezende te 's-Gravenhage aan het adres Prins Clauslaan 60 bij het Openbaar Ministerie, Arrondissementsparket Den Haag;

**AAN:**

de besloten vennootschap met beperkte aansprakelijkheid PDVSA Services B.V., gevestigd te Leidschendam, gemeente Leidschendam-Voorburg, mede kantoorhoudende te (2517 JK) 's-Gravenhage aan het adres President Kennedylaan 19, aan dat adres mijn exploit doende en een afschrift hiervan en na te melden (originele) stukken latende aan:

*Meneer P. Kuyphans, aldaar verblijvend*

**BETEKEND:**

Civielrechtelijke documenten van de Amerikaanse autoriteiten, gesteld in de Engelse taal, naar de inhoud van welke stukken uitdrukkelijk wordt verwezen.

**MET AANZEGGING AAN GEREKWIREERDE :**

Geschiedende deze betekening ter voldoening aan de voorschriften der Wet, meer speciaal met betrekking tot het gestelde in artikel 5 sub a van het Verdrag gesloten te 's-Gravenhage op 15 november 1965 inzake de betekening en kennisgeving in het buitenland van gerechtelijke en buitengerechtelijke stukken in burgerlijke of in handelszaken, en zulks opdat gerekwireerde van één en ander op legale wijze kennis dragen zal.

De kosten van dit stuk zijn:

Tarief volgens Btag	€	77,95
Verhoging conform artikel 10 Btag	€	16,37
Totaal	€	94,32

Verzoekster kan op grond van de Wet Omzetbelasting 1968 de haar in rekening gebrachte omzetbelasting niet verrekenen, derhalve verklaar ik, (t./k.-)gerechtsdeurwaarder, de genoemde kosten te hebben verhoogd met een percentage gelijk aan het percentage genoemd in die Wet.



/L1439824 / O\* / 1



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Collection & Bailiff's Office

ORIGINAL

GGN mastering credit

(EAN code)

file no. : L1439824

PDVSA Services B.V.  
President Kennedylaan 19  
2517 JK The Hague

ADDRESS CORRESPONDENCE AND PAYMENT ONLY TO:

District Public Prosecutor's Office The Hague, P.O. Box 20302, 2500 EH The Hague.

Telephone: +31 (0)88-6991300).

Reference: IR 918.132.594.

**SERVING NOTICE (HBV)**

Today, the **twenty-seventh of December** two thousand and eighteen;  
have I, Walter Frederik Dirk van den Oever,  
bailiff established in The Hague,  
with registered office at the Prinses Alexialaan 8;

On request of the company under the right of the location of its establishment CLAdirect Inc., established and with registered office in Doral, United States of America, in this case choosing residence in The Hague, at the address Prins Clauslaan 60, at the Public Prosecutor's Department, District Public Prosecutor's Office The Hague;

**TO:**

the private company with limited liability PDVSA Services B.V., established in Leidschendam, municipality of Leidschendam-Voorburg, also residing in (2517 JK) The Hague at the address President Kennedylaan 19, serving my writ and handing over a copy of this letter and the (original) documents listed hereafter at that address to:

*(hand-written:) Menan P, Kamphaus, working there*

**SERVED:**

Civil Law documents of the American authorities, drawn up in the English language, to the content of which documents expressly is referred.

**WITH NOTIFICATION OF RESPONDENT:**

Occurring by this service to fulfill the requirements of the Law, more in particular with respect to the provisions of Article 5 sub a of the Convention concluded in The Hague on November 15, 1965 with respect to the service and notification abroad of judicial and extra-judicial documents in civil and commercial matters, and such in order to inform the respondent in a legal way.

The costs of this document are:

Rate under Btag (Dutch Bailiff Fees Decree)	€	77.95
Increase under Article 10 Btag	€	16.37
Total	€	94.32

The Applicant may not set off the turnover tax charged under the Value Added Tax Act 1968, therefore I, bailiff, declare to have increased with a rate equal to the percentage mentioned in that Act.

*(Signature)*



**REQUEST**  
**FOR SERVICE ABROAD OF JUDICIAL OR**  
**EXTRAJUDICIAL DOCUMENTS**  
 DEMANDE AUX FINS DE SIGNIFICATION OU DE NOTIFICATION À L'ÉTRANGER  
 D'UN ACTE JUDICIAIRE OU EXTRAJUDICIAIRE

Convention on the Service Abroad of Judicial and Extrajudicial Documents in  
 Civil or Commercial Matters, signed at The Hague, the 15th of November 1965.  
 Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en  
 matière civile ou commerciale, signée à La Haye le 15 novembre 1965.

<b>Identity and address of the applicant</b> Identité et adresse du requérant Alicia M. Matsushima, Esq " Counsel of Record" Matsushima Garner PLLC 2525 Robinhood Street Houston, Texas 77005 USA (713)-955-4559  "Authorized applicant pursuant to Rule 4(c)(2) of the Federal Rules of Civil Procedure, Public Law 97-462"	<b>Address of receiving authority</b> Adresse de l'autorité destinataire De Officier van Justitie Postbus 20302 2500 EH THE HAGUE Netherlands +31 (0)88 699 1300
--	--

The undersigned applicant has the honour to transmit – in duplicate – the documents listed below and, in conformity with Article 5 of the above-mentioned Convention, requests prompt service of one copy thereof on the addressee, i.e.:

Le requérant soussigné a l'honneur de faire parvenir – en double exemplaire – à l'autorité destinataire les documents ci-dessous énumérés, en la priant, conformément à l'article 5 de la Convention précitée, d'en faire remettre sans retard un exemplaire au destinataire, à savoir :

<b>(identity and address)</b> (identité et adresse) PDVSA Services, B.V. President Kennedylaan 19 2517 JK Den Haag (the Hague) Netherlands	
<input checked="" type="checkbox"/>	a) in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention* selon les formes légales (article 5, alinéa premier, lettre a))*
<input type="checkbox"/>	b) in accordance with the following particular method (sub-paragraph b) of the first paragraph of Article 5)*: selon la forme particulière suivante (article 5, alinéa premier, lettre b))* :
<input type="checkbox"/>	c) by delivery to the addressee, if he accepts it voluntarily (second paragraph of Article 5)* le cas échéant, par remise simple (article 5, alinéa 2)*

The authority is requested to return or to have returned to the applicant a copy of the documents - and of the annexes\* - with the attached certificate.

Cette autorité est priée de renvoyer ou de faire renvoyer au requérant un exemplaire de l'acte - et de ses annexes\* - avec l'attestation ci-jointe.

**List of documents / Énumération des pièces**

<ul style="list-style-type: none"> <li>▪ Executed "Request" in duplicate; Executed " Summary" in duplicate; Unexecuted "Certificate" in duplicate</li> <li>▪ "Citation" in duplicate; "Plaintiff's Verified First Amended Original Petition" in duplicate</li> </ul>
--

\* if appropriate / s'il y a lieu

<b>Done at / Fait à Houston, TX,</b>  <b>The / le 13th day of November, 2018</b> "Authorized applicant pursuant to Rule 4(c)(2) of the Federal Rules of Civil Procedure, Public Law 97-462"	<b>Signature and/or stamp</b> Signature et / ou cachet 
--	---



# CERTIFICATE ATTESTATION

The undersigned authority has the honour to certify, in conformity with Article 6 of the Convention,  
L'autorité soussignée a l'honneur d'attester conformément à l'article 6 de ladite Convention.

☒ 1. that the document has been served\*  
que la demande a été exécutée\*

27-12-2018  
Den Haag President Kennedylaan 19

<input checked="" type="checkbox"/> the (date) / le (date):	1. Insert the date when the document was served
<input checked="" type="checkbox"/> at (place, street, number): à (localité, rue, numéro):	2. Insert the place, street and number where the document was served

— in one of the following methods authorised by Article 5:

dans une des formes suivantes prévues à l'article 5 :

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | a) in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention*<br>selon les formes légales (article 5, alinéa premier, lettre a))* |
| <input type="checkbox"/> | b) in accordance with the following particular method*:<br>selon la forme particulière suivante* :<br>_____   |
| <input type="checkbox"/> | c) by delivery to the addressee, if he accepts it voluntarily*<br>par remise simple*  |

The documents referred to in the request have been delivered to:

Les documents mentionnés dans la demande ont été remis à :

Identity and description of person: Identité et qualité de la personne :	3. Insert the identity and description of the person who received the documents
Relationship to the addressee (family, business or other): Liens de parenté, de subordination ou autres, avec le destinataire de l'acte :	4. Insert the relationship to the addressee of the person who received the documents

☐ 2. that the document has not been served, by reason of the following facts\*:  
que la demande n'a pas été exécutée, en raison des faits suivants\*:


5. Insert facts/reasons why the document has not been served

☐ In conformity with the second paragraph of Article 12 of the Convention, the applicant is requested to pay or reimburse the expenses detailed in the attached statement\*.  
Conformément à l'article 12, alinéa 2, de ladite Convention, le requérant est prié de payer ou de rembourser les frais dont le détail figure au mémoire ci-joint\*

Annexes / Annexes

Documents returned: Pièces renvoyées :	Insert a list of the documents that are being returned
In appropriate cases, documents establishing the service: Le cas échéant, les documents justificatifs de l'exécution :	Insert a list of the documents that establish that service has been effected

\* if appropriate / s'il y a lieu

Done at / Fait à Insert the location where you signed the Certificate	Signature and/or stamp Signature et / ou cachet
The / le Insert the date on which you signed the Request (spelt out in full) 2-1-2019	

**WARNING**  
**AVERTISSEMENT**

**Identity and address of the addressee**

Identité et adresse du destinataire

PDVSA Services, B.V.  
President Kennedylaan 19  
2517 JK Den Haag (the Hague)  
Netherlands

**IMPORTANT**

THE ENCLOSED DOCUMENT IS OF A LEGAL NATURE AND MAY AFFECT YOUR RIGHTS AND OBLIGATIONS. THE 'SUMMARY OF THE DOCUMENT TO BE SERVED' WILL GIVE YOU SOME INFORMATION ABOUT ITS NATURE AND PURPOSE. YOU SHOULD HOWEVER READ THE DOCUMENT ITSELF CAREFULLY. IT MAY BE NECESSARY TO SEEK LEGAL ADVICE.

IF YOUR FINANCIAL RESOURCES ARE INSUFFICIENT YOU SHOULD SEEK INFORMATION ON THE POSSIBILITY OF OBTAINING LEGAL AID OR ADVICE EITHER IN THE COUNTRY WHERE YOU LIVE OR IN THE COUNTRY WHERE THE DOCUMENT WAS ISSUED.

ENQUIRIES ABOUT THE AVAILABILITY OF LEGAL AID OR ADVICE IN THE COUNTRY WHERE THE DOCUMENT WAS ISSUED MAY BE DIRECTED TO:

**TRÈS IMPORTANT**

LE DOCUMENT CI-JOINT EST DE NATURE JURIDIQUE ET PEUT AFFECTER VOS DROITS ET OBLIGATIONS. LES « ÉLÉMENTS ESSENTIELS DE L'ACTE » VOUS DONNENT QUELQUES INFORMATIONS SUR SA NATURE ET SON OBJET. IL EST TOUTEFOIS INDISPENSABLE DE LIRE ATTENTIVEMENT LE TEXTE MÊME DU DOCUMENT. IL PEUT ÊTRE NÉCESSAIRE DE DEMANDER UN AVIS JURIDIQUE.

SI VOS RESSOURCES SONT INSUFFISANTES, RENSEIGNEZ-VOUS SUR LA POSSIBILITÉ D'OBTENIR L'ASSISTANCE JUDICIAIRE ET LA CONSULTATION JURIDIQUE, SOIT DANS VOTRE PAYS, SOIT DANS LE PAYS D'ORIGINE DU DOCUMENT.

LES DEMANDES DE RENSEIGNEMENTS SUR LES POSSIBILITÉS D'OBTENIR L'ASSISTANCE JUDICIAIRE OU LA CONSULTATION JURIDIQUE DANS LE PAYS D'ORIGINE DU DOCUMENT PEUVENT ÊTRE ADRESSÉES À :

Please see Citation page for that important information: In the 334th Judicial District Court of Harris County, Texas 334th District Court, Houston, TX

It is recommended that the standard terms in the notice be written in English and French and where appropriate also in the official language, or in one of the official languages of the State in which the document originated. The blanks could be completed either in the language of the State to which the document is to be sent, or in English or French.

Il est recommandé que les mentions imprimées dans cette note soient rédigées en langue française et en langue anglaise et le cas échéant, en outre, dans la langue ou l'une des langues officielles de l'État d'origine de l'acte. Les blancs pourraient être remplis, soit dans la langue de l'État où le document doit être adressé, soit en langue française, soit en langue anglaise.

**SUMMARY OF THE DOCUMENT TO BE SERVED****ÉLÉMENTS ESSENTIELS DE L'ACTE**

Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, signed at The Hague, the 15th of November 1965 (Article 5, fourth paragraph).

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye le 15 novembre 1965 (article 5, alinéa 4).

<b>Name and address of the requesting authority:</b> Nom et adresse de l'autorité requérante :	Alicia M. Matsushima, Esq " Counsel of Record" Matsushima Garner PLLC 2525 Robinhood Street Houston, Texas 77005 USA (713)-955-4559  "Authorized applicant pursuant to Rule 4(c)(2) of the Federal Rules of Civil Procedure, Public Law 97-462"
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<b>Particulars of the parties*:</b> Identité des parties* :	Plaintiff: CLADIRECT, INC  Vs.  Defendants: BARIVEN, S.A., PDVSA SERVICES, INC AND PDVSA, B.V  Cause No: 2018-74633
--	---

\* If appropriate, identity and address of the person interested in the transmission of the document  
S'il y a lieu, identité et adresse de la personne intéressée à la transmission de l'acte

☒ **JUDICIAL DOCUMENT\*\***  
**ACTE JUDICIAIRE\*\***

<b>Nature and purpose of the document:</b> Nature et objet de l'acte :	The Legal Classification of the documents are a Citation and Plaintiff's Verified First Amended Original Petition and its purpose is to notify the Defendant that a legal action is being commenced in the 334 <sup>th</sup> Judicial District Court of Harris County, Texas 334 <sup>th</sup> District Court, Houston, TX.
<b>Nature and purpose of the proceedings and, when appropriate, the amount in dispute:</b> Nature et objet de l'instance, le cas échéant, le montant du litige :	The nature and purpose of the proceedings are in order to demand judgment against the defendant as indicated within the Citation and Plaintiff's Verified First Amended Original Petition.
<b>Date and Place for entering appearance**:</b> Date et lieu de la comparution** :	Please see Citation for details. You are required to answer the Citation and Plaintiff's Verified First Amended Original Petition, and if you or your attorney do not file a written answer with the District Clerk who issued this Citation by 10:00am on the Monday next following the expiration of 20 days after you were served this Citation and Petition, a default judgment may be taken against you. See Citation for details.
<b>Court which has given judgment**:</b> Jurisdiction qui a rendu la décision** :	****Deleted****
<b>Date of judgment**:</b> Date de la décision** :	****Deleted****
<b>Time limits stated in the document**:</b> Indication des délais figurant dans l'acte** :	Please see Citation for details. You are required to answer the Citation and Plaintiff's Verified First Amended Original Petition, and if you or your attorney do not file a written answer with the District Clerk who issued this Citation by

	10:00am on the Monday next following the expiration of 20 days after you were served this Citation and Petition, a default judgment may be taken against you. See Citation for details.
--	---

\*\* if appropriate / s'il y a lieu

☐ **EXTRAJUDICIAL DOCUMENT\*\***  
**ACTE EXTRAJUDICIAIRE\*\***

<b>Nature and purpose of the document:</b> Nature et objet de l'acte :	****Deleted****
<b>Time-limits stated in the document**:</b> Indication des délais figurant dans l'acte** :	****Deleted****

\*\* if appropriate / s'il y a lieu

CAUSE NO. 201874633

RECEIPT NO.

0.00

ATY

\*\*\*\*\*

TR # 73559632

PLAINTIFF: CLADIRECT INC  
vs.  
DEFENDANT: BARIVEN S A

In The 334th  
Judicial District Court  
of Harris County, Texas  
334TH DISTRICT COURT  
Houston, TX

## CITATION (NON-RESIDENT)

THE STATE OF TEXAS  
County of Harris

TO: PDVSA SERVICES B V  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE NETHERLANDS

Attached is a copy of PLAINTIFF'S VERIFIED FIRST AMENDED ORIGINAL PETITION

This instrument was filed on the 26th day of October, 2018, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

## TO OFFICER SERVING:

This citation was issued on 6th day of November, 2018, under my hand and seal of said Court.



*Chris Daniel*

Issued at request of:  
MATSUSHIMA, ALICIA MARIA  
2525 ROBINHOOD STREET  
HOUSTON, TX 77005  
Tel: (713) 955-4559  
Bar No.: 24002546

CHRIS DANIEL, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Generated By: RAMEY, MERCEDES MATASHA 2Y1//11086549

STATE OF \_\_\_\_\_

## OFFICER/AUTHORIZED PERSON RETURN

County of \_\_\_\_\_

PERSONALLY APPEARED before me, the undersigned authority, \_\_\_\_\_  
who being by me duly sworn, deposes and says that in the County of \_\_\_\_\_  
State of \_\_\_\_\_ he delivered to the within named defendants in person at the  
following times and places to wit:

NAME	DATE			TIME		PLACE
	MONTH	DAY	YEAR	HOURL	MIN	

a true copy of this notice, with a copy of:

accompanying same; and further, that he is an adult and is in no manner interested in this suit and is the person competent to make oath of the fact.

Affiant/Deputy

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

CAUSE NO. 201874633

RECEIPT NO.

0.00

ATY

\*\*\*\*\*

TR # 73559632

PLAINTIFF: CLADIRECT INC

vs.

DEFENDANT: BARIVEN S A

In The 334th  
Judicial District Court  
of Harris County, Texas  
334TH DISTRICT COURT  
Houston, TX

CITATION (NON-RESIDENT)

THE STATE OF TEXAS  
County of HarrisTO: PDVSA SERVICES B V  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE NETHERLANDSAttached is a copy of PLAINTIFF'S VERIFIED FIRST AMENDED ORIGINAL PETITIONThis instrument was filed on the 26th day of October, 2018, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 6th day of November, 2018, under my hand and seal of said Court.

Issued at request of:  
MATSUSHIMA, ALICIA MARIA  
2525 ROBINHOOD STREET  
HOUSTON, TX 77005  
Tel: (713) 955-4559  
Bar No.: 24002546*Chris Daniel*CHRIS DANIEL, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Generated By: RAMEY, MERCEDES NATASHA 2Y1//11086549

STATE OF \_\_\_\_\_

OFFICER/AUTHORIZED PERSON RETURN

County of \_\_\_\_\_

PERSONALLY APPEARED before me, the undersigned authority, \_\_\_\_\_  
who being by me duly sworn, deposes and says that in the County of \_\_\_\_\_  
State of \_\_\_\_\_ he delivered to the within named defendants in person at the  
following times and places to wit:

NAME	DATE			TIME		PLACE
	MONTH	DAY	YEAR	HOOR	MIN	

a true copy of this notice, with a copy of:

accompanying same; and further, that he is an adult and is in no manner interested in this suit and is the person competent to make oath of the fact.

Affiant/Deputy

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

10/26/2018 12:39 PM  
Chris Dandel - District Clerk Harris County  
Envelope No. 28589378  
By: Anais Aguirre  
Filed: 10/26/2018 12:39 PM

CAUSE NO. 2018-74633

CLADIRECT, INC.	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
	§	
	§	
V.	§	OF HARRIS COUNTY, TEXAS
	§	
	§	
BARIVEN, S.A., PDVSA SERVICES,	§	
INC. and PDVSA SERVICES, B.V.	§	
Defendants.	§	334 <sup>th</sup> JUDICIAL DISTRICT

**PLAINTIFF'S VERIFIED FIRST AMENDED ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, CLAdirect, Inc. and hereby files suit against Defendants, Bariven, S.A., PDVSA Services, Inc., and PDVSA Services, B.V. (collectively, "Defendants") and in support thereof, respectfully avers the following:

**I. DISCOVERY PLAN AND RULE 47 STATEMENT**

1. Plaintiff intends to conduct discovery pursuant to Level 3. Pursuant to Tex. R. Civ. P. 47, Plaintiff seeks monetary relief over \$1,000,000.00.

**II. NATURE OF SUIT**

2. This is a lawsuit against Defendants to recover the amounts due and owing on a sworn account, for breach of contract, quantum meruit, unjust enrichment and promissory estoppel.

**III. PARTIES**

3. Plaintiff, CLAdirect, Inc. ("CLAdirect") is a Florida corporation that has its principal place of business in Miami, Florida.



4. Defendant, PDVSA Services, Inc. is a Delaware corporation that has its principal place of business at 1293 Eldridge Parkway, Houston, Harris County, Texas 77077. PDVSA can be served through its registered agent, CT Corporation System, 1999 Bryan Street, Ste. 900, Dallas, Texas 75201.

5. Defendant PDVSA Services, B.V. is a Dutch entity with its registered office in Leidschendam and its place of business at President Kennedylaan 19, 2517 JK The Hague, Netherlands. PDVSA Services, BV may be served at its registered office pursuant to the "Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters," commonly known as Hague Convention, of which the Netherlands is a signatory.

6. Defendant, BARIVEN, S.A. ("Bariven"), is a Venezuelan corporation. Upon information and belief, Bariven conducts business in Houston, Harris County, Texas, through its wholly-owned subsidiary, PDVSA Services, Inc., which is registered in Texas.

7. Bariven does not maintain a regular place of business or a designated agent for service of process in Texas. The defendant has sufficient contacts with Texas and engages in business in Texas, such that, under the Texas Long-Arm Statute, it can be served with process by serving the Texas Secretary of State as its agent who will then be directed to forward duplicate copies of the citation and this petition by international registered mail to the home office mailing address of Bariven. Defendant's home office address is located at Bariven S.A., Centro Empresarial Eurobuilding, Piso 10, Calle La Guairita, Caracas, Distrito Federal, Venezuela. Service may be had on this defendant at its home office by serving the defendant through any corporate officer or its registered agent.

8. In the alternative, or in conjunction with service under the Texas Long-Arm Statute, service on this Defendant may also be effectuated pursuant to TEX. BUS. ORGS. CODE ANN. § 5.251 (1). In accordance therewith, the Texas Secretary of State is an entity's agent for service of process if an entity that conducts business in the State of Texas fails to appoint or maintain a registered agent in Texas. The Secretary is also the proper agent for service of process if the entity is a foreign filing entity that transacts business in the state without being registered, as required under Chapter 9 of the Texas Business Organizations Code. TEX. BUS. ORG. CODE ANN. § 5.251.(2). Bariven, S.A. has failed to appoint or maintain a registered agent in Texas. Additionally, Bariven, S. A., is a foreign filing entity that transacts business in Texas without being registered as required. Thus, service of process can be effectuated on the Texas Secretary of State as agent for service of process for Bariven, S.A. *See also* TEX. CIV. PRAC. & REM. CODE § 17.026. The Texas Secretary of State can be served by delivering a copy of the citation and this petition by certified mail, return receipt requested, to the following: Service of Process, Texas Secretary of State, P.O. Box 12079, Austin, Texas 78711-2079.

#### IV. JURISDICTION AND VENUE

9. The amount in controversy is within the jurisdictional limits of this Court.

10. Venue is proper in this Court pursuant to Tex. Civ. Prac. & Rem. Code § 15.002(a)(1) in that all or a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in Harris County, Texas.

#### IV. FACTS

11. CLAdirect is a provider of technology solutions for telecommunications and utilities industries in the Americas. Bariven procures equipment, machinery, and services for oil exploration, extraction, and refining processes. Upon information and belief, PDVSA Services,

Inc. and PDVSA Services, B.V. (collectively, "PDVSA Services") are wholly-owned subsidiaries of Bariven and act as Bariven's purchasing agent in connection with agreements to purchase products from U.S. based companies, such as CLAdirect.

12. At all times relevant, between September 2014 and December of 2015, CLAdirect provided equipment and services to Defendants. Defendants requested the equipment and services from CLAdirect via purchase orders no. 5100107114, 5400003029, 5400003173, 5400003174, and 5100117801. True and correct copies of the purchase orders are collectively attached as Exhibit A and are incorporated herein by reference. Defendants accepted the equipment and services that CLAdirect provided in response to the purchase orders.

13. After CLAdirect provided the requested equipment and services, CLAdirect issued invoices nos. 47845-I, 48473-I, 48484-I, 48486-I, 48487-I, 48490-I, 48497-I, 49187-I, and 50593-I, totaling \$2,740,136.60. True and correct copies of the invoices are collectively attached as Exhibit B and are incorporated herein by reference. The invoices had "net 30" terms, meaning that payment was due within 30 days of the invoice date.

14. The above-described transactions of the account between CLAdirect and Defendants are summarized as follows:

PURCHASE ORDER NO.	INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	INVOICE AMOUNT	TOTAL OUTSTANDING
5100107114	47845-I	9/17/2014	10/17/2014	\$300,000.00	\$300,000.00
5400003029	48473-I	12/31/2014	1/30/2015	\$343,619.92	\$643,619.92
5400003029	48484-I	12/31/2014	1/30/2015	\$257,126.72	\$900,746.64
5400003029	48486-I	12/31/2014	1/30/2015	\$383,105.40	\$1,283,852.04
5400003029	48487-I	12/31/2014	1/30/2015	\$383,105.40	\$1,666,957.44
5400003029	48490-I	12/31/2014	1/30/2015	\$229,590.16	\$1,896,547.60
5400003173	48497-I	1/9/2015	2/8/2015	\$360,390.00	\$2,256,937.60
5400003174	49187-I	4/24/2015	5/24/2015	\$239,999.00	\$2,496,936.60
5100117801	50593-I	12/30/2015	1/29/2016	\$243,200.00	\$2,740,136.60

**TOTAL: \$2,740,136.60**

15. Despite receiving the requested equipment and services duly provided by CLAdirect, Defendants have failed to pay the invoices. After applying all offsets and credits, the total unpaid principal balance is \$2,740,136.60. PDVSA Services has confirmed that the \$2,740,136.60 principal balance is due and owing. Despite CLAdirect's repeated demands for payment, Defendants have failed and refused, and continue to fail and refuse, to pay the invoices.

**V. CAUSES OF ACTION**

**A. SWORN ACCOUNT**

16. Plaintiff incorporates paragraphs 11-15 herein by reference.

17. Defendants owe CLAdirect for the unpaid account. In the usual and ordinary course of business, at Defendants' request, CLAdirect provided equipment and services for Defendants. As indicated by the respective purchase orders and invoices (Exhibits A and B), Defendants ordered, accepted and agreed to pay for the equipment and services and became bound to pay CLAdirect its designated price. CLAdirect's equipment and services were necessary, reasonable, usual and customary. CLAdirect's designated prices and charges were necessary, reasonable, usual and customary where the services were provided.

18. The account represents a transaction or a series of transactions for which a systematic record has been kept. The account (consisting of and as reflected by Exhibits A and B) is a systematic record of the equipment and services provided by CLAdirect to Defendants for which payment is due. CLAdirect has duly maintained this systematic record of the account.

19. This account is a statement of a liquidated money demand that is founded on the equipment and services provided by CLAdirect to Defendants on open account and the business dealings between them. CLAdirect has maintained a systematic record of the account. This account reflects the equipment and services sold and provided to Defendants, all of which were

accepted by Defendants, and for all of which payment is due and owing to CLAdirect from Defendants. CLAdirect has fully complied with its obligations to provide the equipment and services ordered by Defendants.

20. Despite requests by CLAdirect, Defendants have failed and refused, and continue to fail and refuse, to pay for the equipment and services. CLAdirect's damages are liquidated. After all lawful credits and offsets are applied, Defendants are indebted to CLAdirect in the amount of \$2,740,136.60 in past due principal. CLAdirect also claims and seeks interest, attorneys' fees and court costs as provided by law. CLAdirect's claim is just and true. All just and lawful offsets, payments and credits have been applied.

**B. BREACH OF CONTRACT**

21. Plaintiff incorporates paragraphs 11-15 herein by reference.

22. Additionally and alternatively, without waiving the foregoing, a contract existed between the parties under which CLAdirect agreed to provide the equipment and services that Defendants requested via their respective purchase orders, and Defendants agreed to pay CLAdirect for the equipment and services requested by Defendants. Notwithstanding CLAdirect's compliance with the terms of the parties' contract and Defendants' acceptance of the equipment and services, Defendants failed and refused, and continue to fail and refuse, to fulfill their obligations under the contract, including, without limitation, to pay for the equipment and services sold and provided to Defendants under the contract. Despite demand, Defendants have failed and refused to comply with the contract.

23. As a result of Defendants' breach of contract, CLAdirect has suffered actual damages in an amount of not less than \$2,740,136.60, plus interest, consequential and incidental damages, attorney fees and court costs.

**C. QUANTUM MERUIT**

24. Plaintiff incorporates paragraphs 11-15 herein by reference.

25. Additionally and alternatively, without waiving the foregoing, at the specific request of Defendants, CLAdirect provided valuable labor and materials to Defendants in the form of the equipment and the services. Defendants accepted the equipment and services under such circumstances that reasonably notified Defendants that CLAdirect, in performing, expected to be paid by Defendants. Defendants have failed to pay for the equipment and services and have been unjustly enriched as a result. Accordingly, CLAdirect seeks to recover from Defendants the reasonable value of the equipment and services that were provided to and accepted by Defendants.

**D. UNJUST ENRICHMENT**

26. Plaintiff incorporates paragraphs 11-15 herein by reference.

27. Additionally and alternatively, without waiving the foregoing, Defendants have obtained a benefit from CLAdirect by using, accepting and enjoying all labor and/or materials furnished by CLAdirect when Defendants had notice that CLAdirect expected to be paid for the labor and/or materials that CLAdirect furnished to Defendants. Defendants have failed to pay for the equipment and services and have been unjustly enriched as a result. Accordingly, CLAdirect seeks to recover from Defendants the reasonable value of the equipment and services that was provided to and accepted by Defendants.

**E. PROMISSORY ESTOPPEL**

28. Plaintiff incorporates paragraphs 11-15 herein by reference.

29. Additionally and alternatively, without waiving the foregoing, CLAdirect seeks to recover for the costs incurred by CLAdirect in reliance on Defendants' promise to pay for the equipment and services. CLAdirect justifiably and reasonably relied on Defendants' promise to

pay to its detriment. It was foreseeable to Defendants that CLAdirect would rely on this promise. Injustice can only be avoided by enforcement of this promise.

**VI. ATTORNEY'S FEES**

30. Plaintiff incorporates paragraphs 11-15 herein by reference.

31. Additionally and alternatively, without waiving the foregoing, request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of CLAdirect herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court, as the Court deems equitable and just, as provided by Texas law.

**VII. CONDITIONS PRECEDENT**

32. All conditions precedent to Plaintiffs' recovery have occurred or have been performed.

**VIII. TEX. R. CIV. P. 193.7 NOTICE**

33. This paragraph serves as notice, pursuant to Tex. R. Civ. P. 193.7, that documents produced in response to written discovery requests served by Plaintiff will be used against the producing party in any pretrial proceeding and/or trial.

**IX. PRAYER**

WHEREFORE, Plaintiff, CLAdirect, Inc. requests that Defendants, Bariven, S.A., PDVSA Services, Inc., and PDVSA Services, B.V. be cited to appear and answer, and that on final hearing Plaintiff have judgment against Defendants as follows:

- a. Damages in the principal sum of \$2,740,136.60, plus interest, consequential and incidental damages, attorney fees and court costs;
- b. Pre and post-judgment interest;
- c. Attorney's fees and costs; and
- d. Such other and further relief to which Plaintiff may be justly entitled.



Respectfully submitted,

MATSUSHIMA GARNER PLLC

By: /s/ Alicia M. Matsushima

Alicia M. Matsushima  
Texas Bar No. 24002546  
Famose T. Garner  
Texas Bar No. 24074252  
2525 Robinhood St.  
Houston, Texas 77005  
(713) 955-4559 Tel.  
[alicia@matsgarner.com](mailto:alicia@matsgarner.com)  
[famose@matsgarner.com](mailto:famose@matsgarner.com)

ATTORNEYS FOR PLAINTIFF,  
CLADIRECT, INC.



# Exhibit A

BARIVEN, S.A.  
c/o PDVSA Services, B.V.  
Purchasing Agent (BE00)  
President Kennedylaan 19  
2517 JK The Hague The Netherlands

<b>Purchase order</b>  <b>5100107114</b>
--

**SUPPLIER:**  
CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL  
ESTADOS UNIDOS  
POSTAL CODE: 33136 PO BOX: 00000  
SALESPERSON / PHONE: Alberto  
Gross/1-305-4184253  
FAX: 3054184620

**DATE** : April, 30 2013  
**CONTACT** : NATACHA CARDIER  
**TEL. HOLLAND**: 31703488619  
**E-MAIL** : cardiern@pdvsa.com

**PDVSA SUPPLIER CODE:** 350015849

**INSTRUCTIONS FOR SUPPLIERS :**  
**FOR SHIPPING INSTRUCTIONS CALL:**

**DELIVERY DATE :** May, 15 2013

U.S. Suppliers: 1-281-588-6460.  
European Suppliers 31-70-348-8508.

**INSTRUCTIONS FOR FREIGHT FORWARDER:**  
**PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS**

**TERMS OF DELIVERY :** FCA HOME BASE  
**PAYMENT TERMS.** : net 30 days

**CURRENCY :** USD

**P.O. General Comments**

PLEASE SEND A COPY OF INVOICE AND CLIENT APPROVAL REPORT TO THE BUYER'S NATACHA CARDIER ATTENTION VIA E-MAIL OR FAX IN ORDER TO PROCESS INVOICES

IT IS THE RESPONSIBILITY OF THE VENDOR TO FURNISH ORIGINAL PROOF OF EXPENSES: PLANE TICKETS, HOTEL RECEIPTS, PDVSA SIGNED TIME SHEETS, ETC

THE TOTAL AMOUNT SHOWN ON THIS PO IS AN ESTIMATE. A CHANGED ORDER WILL BE ISSUED WITH THE UPDATED VALUE ACCORDING TO THE ORIGINAL DOCUMENTS AND INVOICE RECEIVED, TIME SHEETS MUST BE APPROVED BY THE CLIENT

**Shipping Marks**

BARIVEN, S.A./PETROLEOS DE VENEZUELA  
5100107114/HA63018183

LAS-LA SALINA  
via :MARACAIBO, VENEZUELA  
PRIORITY LEVEL: 2  
FIELD EXPEDITING: N  
INSPECTION FLAG: N



Page: 2 of 6

**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase order****5100107114**

RIF FILIAL: J-00123072-6

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001		1.00		Activity, TECHNICAL ASSIS	88,600.00	88,600.00

Harmonized Tariff Code : 9999999999

**Material purchasing text**

TECHNICAL ASSISTANCE SRTIF OF 8GHZ

TECHNICAL ASSISTANCE FOR INSTALLATION, C  
ONFIGURATION, PROGRAMMING AND  
COMMISSIONING OF ALL COMPONENTS, EQUIPME  
NT AND ACCESSORIES FOR OLDER  
EXPANSION MICROWAVE RADIO LINKS SRTIF OF  
8GHZ, ACCORDING TO THE  
SPECIFICATIONS ISSUED FOR THE TECHNICAL  
ASSISTANCE PROJECT: EXPANSION OF  
THE BACKBONE FOR THE CONSOLIDATION OF DA  
TA CENTERS PDVSA WEST

00002		1.00		Activity, TECHNICAL ASSIS	88,600.00	88,600.00
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Harmonized Tariff Code : 9999999999

**Material purchasing text**

TECHNICAL ASSISTANCE SRTIF OF 7GHZ

TECHNICAL ASSISTANCE FOR INSTALLATION, C  
ONFIGURATION, PROGRAMMING AND  
COMMISSIONING OF ALL COMPONENTS, EQUIPME  
NT AND ACCESSORIES FOR OLDER  
EXPANSION MICROWAVE RADIO LINKS SRTIF OF  
7GHZ, ACCORDING TO THE  
SPECIFICATIONS ISSUED FOR THE TECHNICAL  
ASSISTANCE PROJECT: EXPANSION OF  
THE BACKBONE FOR THE CONSOLIDATION OF DA  
TA CENTERS PDVSA WEST

00003		1.00		Activity, TECHNICAL ASSIS	46,800.00	46,800.00
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Page: 3 of 6

**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase order****5100107114**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Harmonized Tariff Code : 9999999999						
Material purchasing text						
TECHNICAL ASSISTANCE SRTIF OF 13GHZ						
TECHNICAL ASSISTANCE FOR INSTALLATION, C ONFIGURATION, PROGRAMMING AND COMMISSIONING OF ALL COMPONENTS, EQUIPME NT AND ACCESSORIES FOR OLDER EXPANSION MICROWAVE RADIO LINK SRTIF OF 13GHZ, ACCORDING TO THE SPECIFICATIONS ISSUED FOR THE TECHNICAL ASSISTANCE PROJECT: EXPANSION OF THE BACKBONE FOR THE CONSOLIDATION OF DA TA CENTERS PDVSA WEST						
00004	1.00	Activity,	INSTALLATION AN	27.000.00	27.000.00	
Harmonized Tariff Code : 9999999999						
Material purchasing text						
INSTALLATION AND MANAGEMENT						
TECHNICAL ASSISTANCE FOR INSTALLATION, C ONFIGURATION, PROGRAMMING AND COMMISSIONING OF ALL COMPONENTS, EQUIPME NT AND ACCESSORIES FOR INSTALLATION OVER TO ADMINISTRATION CONSO LE AND MANAGEMENT MICROWAVE RADIO LINKS, ACCORDING TO THE SPECIFICAT IONS ISSUED FOR THE TECHNICAL ASSISTANCE PROJECT: EXPANSION OF THE BAC KBONE FOR THE CONSOLIDATION OF DATA CENTERS PDVSA WEST						
00005	1.00	Activity,	OPERATION AND M	49.000.00	49.000.00	



Page: 4 of 6

**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL

Purchase order

**5100107114**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Harmonized Tariff Code : 9999999999

**Material purchasing text**

OPERATION AND MAINTENANCE, TRAINING

TECHNICAL ASSISTANCE FOR OPERATION AND M  
AINTENANCE TRAINING NETVIEWER  
FOR SYSTEM ADMINISTRATION AND MANAGEMENT  
PLATFORM MICROWAVE RADIO LINKS  
SRT1F WESTS PDVSA, AS THE TECHNICAL SPEC  
IFICATIONS ISSUED FOR THE  
TECHNICAL ASSISTANCE PROJECT: EXPANSION  
OF THE BACKBONE FOR THE  
CONSOLIDATION OF SCHOOLS WEST PDVSA DATA

Gross Price	300,000.00
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Net value	300,000.00
-----------	------------

<b>Purchase order total value</b>	<b>300,000.00 USD</b>
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Page: 5 of 6

**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL

Purchase order

5100107114

**IMPORTANT INSTRUCTIONS TO SELLER**  
(Doc. Z\_ME\_PO\_GEN\_BE00, rev.A 30-Jun-2010)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, BV, follow instruction:

**INSTRUCTION**

This purchase order is issued by PDVSA Services, BV on behalf of, and for the account of BARIVEN, S.A. and is subject to the PDVSA Services, BV Standard Terms and Conditions (Rev. 08-2008) for goods; or PDVSA Services, BV Standard Terms and Conditions (Revision 00-2008) for Services; hereinafter referred to as T&C's, with the amendments and modifications as agreed upon between vendor and buyer. These T&C's are an integral part of this purchase order, and are already in your possession. In the event that you do not have these T&C's, please advise us. Acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by a Blanket Purchase Agreement or interactive agreement, the Terms and Conditions of the applicable Agreement (number) mentioned on the item(s) of this purchase order apply to this document.

Vendor must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, vendor's delivery date to PDVSA SERVICES BV Fax number 31-70-3488540

**Assignment of Credit Facility:**

This purchase order may be selected for financing through a credit facility. Vendor may be required to provide additional information or documentation required by the financial institution. If this is the case, our Finance Department will send further instructions.

**Packing, Marking, Invoicing and Shipping Instructions:**

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

Do not dispatch until you have read and understood our packing, marking, invoicing, and shipping instructions for vendors: Form BGE 417 (SAP standard note B0018). This form, an integral part of this document, is already in your possession, an extra copy is available on request to the designated buyer mentioned on the front page of this purchase order.

Unless indicated differently in the Purchase Order, your obligations against this order will be considered fulfilled, only if your export shipping documentation, including the required set of original manually signed invoices, is submitted to our forwarders at the latest on the same day cargo is delivered in accordance with the delivery terms of the Purchase Order. In case seller is responsible for the export arrangements to destination obligations will be considered fulfilled upon receipt of one set of original shipping documents at the PSBV office and the remaining originals are distributed to the custom broker defined in the Purchase Order.

**Invoice to:**

Bariven, S.A.  
c/o PDVSA SERVICES B.V.  
P.O. Box 17111  
2502 CC The Hague  
The Netherlands  
Attn: finance department  
Phone: +31-70-3488588; Fax: +31-70-3488540

**We require (1) original invoice.**

Please include our Purchase Order (PO) number on all invoices. Your bank account and routing information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer. Our standard invoice processing is upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

**FOR US. GOODS / TECHNOLOGY / KNOW-HOW REQUIRING EXPORT LICENSE.****DESTINATION CONTROL STATEMENT:**

According to U.S. Export Administration Regulations, Chapter 758.6,

"These commodities, technology or software will be exported from the Port of Origin in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order.

The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

According to the US Export Law, the Exporter of Record or Shipper of Record definition was replaced by U.S. Principal in Interest (USPPI).

Primary responsibility for compliance with the Export Administration Regulations (EAR) falls on the "principal parties in interest" (PPI) in a transaction:



Page: 6 of 6

**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL

USPPI: Seller in USA  
FPPI: Bariven, S.A., Venezuela

The U.S. Principal Party in Interest is the person in the United States that receives the primary benefit monetary or otherwise of the export transaction. According to this definition (confirmed by the U.S. Census Bureau) the Selling party in the USA is the USPPI.

**The USPPI must:**

1. Prepare the EEI or authorize a forwarding or other agent to prepare and file the EEI, with a power of attorney or written authorization.
2. If authorizing a forwarding or other agent, provide information to such agent for completing the EEI.
3. Maintain documentation to support the information reported on the EEI.

The USPPI is considered the exporter, and must determine licensing authority and has the sole responsibility to obtain the appropriate license or any other authorization. This also applies if the transaction is considered a routed export transaction for purposes of filing electronic export information pursuant to the Foreign Trade Regulations (15 C.F.R. part 30).

The Foreign Trade Regulations (15 C.F.R. part 30) requires the USPPI to furnish the FPPI or its agent (our nominated forwarder) with information for the purposes of filing electronic export information.

1. Name and address of the U.S. principal party in interest;
2. U.S. principal party in interest's, IRS, EIN;
3. Point of origin (State or FTZ);
4. Schedule B description of commodities;
5. Domestic (D), foreign (F), or FMS (M) code;
6. Schedule B Number;
7. Quantity/unit of measure;
8. Value;
9. Upon request from the foreign principal party in interest or its agent, the Export Control Classification Number (ECCN) or sufficient technical information to determine the ECCN; and
10. Any information that it knows will affect the determination of license authority.

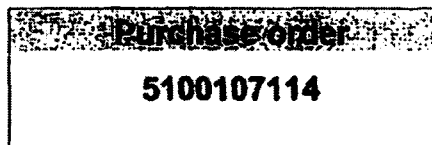
Above definitions apply in spite of any earlier indications and / or actions taken at an earlier stage for this or any other order placed by one of the purchasing agents of Bariven S.A. where mentioned responsibilities for the USPPI have been diverted to any other party than defined above.

**NOTE TO SUPPLIERS:**

Invoices will not be processed unless all export or quality documents are provided.

Regards,

Bariven, S.A.- C/O. PDVSA Services, B.V.  
Purchasing Agent







BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
Purchasing Agent (BU00)  
1293 Eldridge Parkway  
Houston, Texas 77077  
United States of America

**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL  
USA  
POSTAL CODE: 33136 PO BOX: 00000  
SALESPERSON / PHONE: Alberto  
Gross/1-305-4184253  
FAX: 3054184620

PDVSA SUPPLIER CODE: 350015849

**Purchase order**

**5100117801**

DATE : September, 22 2014  
CONTACT : Sanya Ramos  
TEL. USA : 281-588-6361  
E-MAIL : 281-588-6269

INSTRUCTIONS FOR SUPPLIERS :  
FOR SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : October, 17 2014

TECHNICAL ASSISTANCE (VE)  
VENEZUELA

INSTRUCTIONS FOR FREIGHT FORWARDER:  
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FOB HOME BASE  
PAYMENT TERMS : net 30 days

CURRENCY : USD

**P.O. General Comments**

\*\*\*\*\*TECHNICAL ASSSISTANCE\*\*\*\*\*

RFQ NUMBER 6000436429  
QUOTATION REFERENCE NUMBER: CLA00022286  
BIDDING PROCESS: HA63020821

**Shipping Marks**

BARIVEN, S.A./PETROLEOS DE VENEZUELA  
5100117801/HA63020821

LAS-LA SALINA  
via : MARACAIBO, VENEZUELA  
PRIORITY LEVEL: 4  
FIELD EXPEDITING: N  
INSPECTION FLAG: N

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001	1.00	Activity, TECHNICAL ASSIS		243,200.00	243,200.00	



Page: 2 of 5

**SUPPLIER:**

CLAdirect Inc.  
 6600 NW, 17th St, Suite 140  
 DORAL

**Purchase order****5100117801**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Your material number : 000/WT-001  
 Harmonized Tariff Code : 8538100000

**Material purchasing text****TECHNICAL ASSISTANCE**

TECHNICAL ASSISTANCE INCLUDES: TRUNK EXT  
 ENSION SERVICES SDH SRT-1F 8  
 GHZ, MANAGEMENT CONSOLE INSTALLATION AND  
 MANAGEMENT AND TRAINING LINKS 6  
 DRAGONWAVE LABORATORIES ENGINEERS O & M  
 WITH ALL BILLS INCLUDED

**Additional technical specs.**

TRUNK EXTENSION SERVICES SDH SRT-1F 8 GHZ MANAGEMENT CONSOLE INSTALLATION AND  
 MANAGEMENT AND TRAINING LINKS 6  
 DRAGONWAVE LABORATORIES ENGINEERS O & M WITH ALL BILLS INCLUDE

Gross Price	243,200.00
Net value	243,200.00

<b>Purchase order total value</b>	<b>243,200.00 USD</b>
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Page: 3 of 5

**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase order**

**5100117801**

**P.O. General terms**

**TECHNICAL ASSISTANCE (NOTE)**

**IMPORTANT NOTE TO SUPPLIER:**

IT IS THE SUPPLIER'S RESPONSIBILITY TO MAKE SURE ALL ORIGINAL INVOICES ARE ACCOMPANIED BY A COPY OF SIGNED (BY END USER) TIME SHEETS, TRAVEL COSTS (HOTEL, AIR TICKETS, ETC) TO SUPPORT THEM. INVOICES RECEIVED WITHOUT THE PROPER SIGNED TIME SHEETS AND EXPENSE SUPPORTS WILL NOT BE PROCESSED.

(submitted to Senya Ramos) sramos@psi.pdv.com

**\*\*\* OR\*\*\*\***

When training, installation and/or services are quoted, please be aware that Pdvsa Services Inc. can only place purchase orders for service given by personnel that resides outside of Venezuela. If the training, installation and/or services will be performed by local (Venezuela) personnel, then it must be clearly stated in your quote. PO's for training, installation and/or services are placed separate from material and require that copy of time sheets (signed by end user) and travel expenses (hotel, air, meals) be attached to original invoice for payment process.

Personnel traveling to Venezuela are required to have a business visa to enter the facilities. It is the sole responsibility of the supplier to obtain this visa through the Venezuelan consulate that services your area. PSI can issue a letter stating the needs of services if required.

Personnel traveling to Venezuela must be covered by an insurance policy at all times. It is the supplier's sole responsibility to have the personnel properly covered by an insurance policy. Copy of this policy must be sent to buyer at the time of PO placement along with travel itinerary and travel documentation.

THIS PURCHASE ORDER IS AN ESTIMATE OF THE JOB TO BE PERFORMED. UPON COMPLETION OF THE JOB, VENDOR MUST SUBMIT ALL INVOICES ALONG WITH SUPPORTING DOCUMENTS (TIME SHEETS, LIVING EXPENSES, ETC.) TO: sramos@psi.pdv.com



**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase order**

**5100117801**

**IMPORTANT INSTRUCTIONS TO SELLER**  
(Doc. 2\_ME\_PO\_GEN\_BU00, rev.9, 03-20-2013)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

**INSTRUCTION**

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department oainbox@psi.pdv.com

**Packing, Marking, Invoicing:**

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

Unless indicated differently in the Purchase Order, your obligations against this order will be considered fulfilled, only if your export shipping documentation, including the required set of original manually signed invoices, is submitted to our forwarders at the latest on the same day cargo is delivered in accordance with the delivery terms of the Purchase Order. In case seller is responsible for the export arrangements to destination obligations will be considered fulfilled upon receipt of original shipping documents as defined in the Purchase Order.

**General Invoicing Instructions**

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

**Seller will send Invoices to:**

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
P.O. Box 4403  
Houston, Texas 77210 USA  
Attn: Accounts Payable  
Contact Person: Erika Gamido  
Phone: (281)588-6208; Fax: (281) 588-6168

**If using courier services, please use the street address:**

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
1293 Eldridge Parkway,  
Houston, Texas 77077 USA  
Attn: Accounts Payable  
Contact Person: Erika Gamido  
Phone: (281)588-6208; Fax: (281) 588-6168

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

**FOR US. GOODS / TECHNOLOGY / KNOW-HOW UNDER US EXPORT CONTROLS OR REQUIRING AN EXPORT LICENSE.**



Page: 5 of 5

**SUPPLIER:**

CLAdirect Inc.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase order****5100117801****DESTINATION CONTROL STATEMENT:**

According to U.S. Export Administration Regulations, Chapter 758.6,  
"These commodities, technology or software will be exported from the Port of Origin in accordance with the Export Administration Regulations.  
Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order.

The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

According to the US Export Law, the Exporter of Record or Shipper of Record definition was replaced by U.S. Principal in Interest (USPPI).

Primary responsibility for compliance with the Export Administration Regulations (EAR) falls on the "principal parties in interest" (PPI) in a transaction:

USPPI: Seller in USA  
FPPI: Bariven, S.A., Venezuela

The U.S. Principal Party in Interest is the person in the United States that receives the primary benefit monetary or otherwise of the export transaction. According to this definition (confirmed by the U.S. Census Bureau) the Selling party in the USA is the USPPI.

**The USPPI must:**

1. Prepare the EEI or authorize a forwarding or other agent to prepare and file the EEI, with a power of attorney or written authorization.
2. If authorizing a forwarding or other agent, provide information to such agent for completing the EEI.
3. Maintain documentation to support the information reported on the EEI.

The USPPI is considered the exporter and must determine licensing authority and has the sole responsibility to obtain the appropriate license or any other authorization. This also applies if the transaction is considered a routed export transaction for purposes of filing electronic export information pursuant to the Foreign Trade Regulations (15 C.F.R. part 30).

The Foreign Trade Regulations (15 C.F.R. part 30) requires the USPPI to furnish the FPPI or its agent (our nominated forwarder) with information for the purposes of filing electronic export information.

1. Name and address of the U.S. principal party in interest;
2. U.S. principal party in interest's IRS, EIN;
3. Point of origin (State or FTZ);
4. Schedule B description of commodities;
5. Domestic (D), foreign (F), or FMS (M) code;
6. Schedule B Number;
7. Quantity/unit of measure;
8. Value;
9. Upon request from the foreign principal party in interest or its agent, the Export Control Classification Number (ECCN) or sufficient technical information to determine the ECCN; and
10. Any information that it knows will affect the determination of license authority.

Above definitions apply in spite of any earlier indications and / or actions taken at an earlier stage for this or any other order placed by one of the purchasing agents of Bariven S.A. where mentioned responsibilities for the USPPI have been diverted to any other party then defined above.

**NOTE TO SUPPLIERS:**

Invoices will not be processed unless all export or quality documents are provided.

Regards,  
Bariven, S.A.- C/O. PDVSA Services, INC.  
Purchasing Agent



BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
Purchasing Agent (BU00)  
1293 Eldridge Parkway  
Houston, Texas 77077  
United States of America

**SUPPLIER:**  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL  
USA  
POSTAL CODE: 33136 PO BOX: 00000  
SALESPERSON / PHONE: JOSE IGNACIO  
BERBECI/1-305-4184253  
FAX: 3054184620

PDVSA SUPPLIER CODE: 350015849

**Purchase Order**

**5400003029**

**DATE** : November, 13 2014  
**CONTACT PERSON** : Sanya Ramos  
**TELEPHONE USA** : 281-5886361  
**OUR FAX N° USA** : 281-5886269  
**E-MAIL ADDRESS** : sramos@psi.pdv.com

**INSTRUCTIONS FOR SUPPLIERS :**  
**FOR SHIPPING INSTRUCTIONS CALL:**

**DELIVERY DATE** : January, 08 2015

DDU (VE)

**INSTRUCTIONS FOR FREIGHT FORWARDER:**  
**PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS**

**TERMS OF DELIVERY** : CIF MARACAIBO, ZULIA, VENEZUELA  
**PAYMENT TERMS** : net 30 days

**CURRENCY** : USD

**P.O. General Comments**

\*\*\*\*\*  
Your Reference Number No. CLA00022286 (ITEMS 1 THRU 43)  
RFQ NUMBER 6000436429  
BIDDING PROCESS: PR2:HA63020821 / PR3: 1800002984  
\*\*\*\*\*

.TO COMPLY WITH VENEZUELAN CUSTOMS REQUIREMENTS SUPPLIERS SHALL PREPARE TWO (02)  
COMMERCIAL INVOICES (ONE IN ENGLISH AND ONE IN SPANISH) AS FOLLOWS:

- . VENDOR.S NAME AND ADDRESS.
  - . BUYER.S NAME AND ADDRESS.
  - . GOODS QUANTITIES AND UNITS.
  - . GOODS. DESCRIPTION.
  - . GOOD.S WEIGHT AND VOLUME.
  - . TOTAL VALUE.
  - . INCOTERM.
  - . PAYMENT TERM.
  - . COMMERCIAL INVOICE MUST BE SIGNED BY THE MANUFACTURER, ADDITIONALLY WITH INK STAMP..
- \*\*\*\*\*



Page: 2 of 24

**SUPPLIER:**

CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order****5400003029****Shipping Marks**

Bariven S.A. / HPDV PETRÓLEOS DE VENEZUELA / J000950369  
5400003029/1800002984

N/A

LAS LA SALINA

Via: MAR MARACAIBO

Priority Level:

Field Expediting:

Inspection Flag: Y

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001		2	UNIT	Tarjeta Electro	11,919.45	95,355.60

Your material number : TA22779-B40X

Harmonized Tariff Code : 8537109000

**Material purchasing text**

MCF-SV Controller SNMP single RPS (GP1) Part Number TA22779-B40X

\*\*\*\*\*

Tarjeta Electronica Controladora, con puerto Serial DB-9 y Ethernet 10/100, para  
Gestion Local y Remota del Radio SRT-1F

**Additional technical specs.**

SNMP SV MCF-Controller single RPS (GP1)

00002		8	UNIT	Tarjeta Electro	2,672.40	21,379.20
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Your material number : TA21491-B70X

Harmonized Tariff Code : 8537109000

**Material purchasing text**

Timing Control Unit Part Number TA21491-B70X

\*\*\*\*\*

Tarjeta Electronica para el manejo del reloj bajo protocolo G.821/22/23

**Additional technical specs.**

Timing Control Unit

00003		32	UNIT	Tarjeta Electro	7,090.16	226,885.12
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Your material number : TA22085-C40X

Harmonized Tariff Code : 8517800000

**Material purchasing text**

STI L1 BSW +2 Intf GigaEthernet XWS Part Number TA21571-B40X

\*\*\*\*\*

Tarjeta Electronica para Manejo de Banda Base (Interfaz de servicio), con dos (2)  
puertos GigaEthernet SFP

**Additional technical specs.**

GE ML Intf L2 DTI ADPT &amp; OCC

00004		8	UNIT	Tarjeta electro	5,908.87	47,270.96
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Page: 3 of 24

**SUPPLIER:**

CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order****5400003029**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Your material number : TA23790-B40X Harmonized Tariff Code : 8517800000 <b>Material purchasing text</b> Occasional GigaEthernet Interface L1 Part Number TA21571-B41X ***** Tarjeta Electronica que maneja el trafico del Canal de Respaldo, para trafico ocasional siempre y cuando no se requiera respaldar algunos de los Canales RF que estan activos. <b>Additional technical specs.</b> GE ML Intf L2 DTI MASTER+SLAVE +4xWS						
00005		8	UNIT	Tarjeta Telecon	1,620.50	12,964.00
Your material number : TA21377-B50X Harmonized Tariff Code : 8538100000 <b>Material purchasing text</b> House Keeping unit for SNMP SV Part Number TA21377-B50X ***** Tarjeta Electronica que permite el manejo los Telecontactos y Telecontroles. Via Gestion local y Remota (SNMP/IP) <b>Additional technical specs.</b> House Keeping unit for SNMP SV						
00006		48	UNIT	Carga Fantasma	92.42	4,436.16
Your material number : TA55270-0053A2 Harmonized Tariff Code : 8537109000 <b>Material purchasing text</b> Dummy load Part Number Part Number TA55270-0053A2 ***** Carga Fantasma <b>Additional technical specs.</b> Dummy load						
00007		72	UNIT	Cable de Conexi	208.06	14,980.32
Your material number : TA75452-XXXX Harmonized Tariff Code : 8544499000 <b>Material purchasing text</b> MSTU - Cable K-shelf filter Part Number TA75452-XXXX ***** Cable de Conexión entre Filtros y MSTU en Shelf tipo K <b>Additional technical specs.</b> MSTU - filter cable K-shelf						
00008		24	UNIT	Adaptador de MS	806.80	19,363.20



Page: 4 of 24

**SUPPLIER:**

CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order****5400003029**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Your material number : TA09017-C842 Harmonized Tariff Code : 8471900000 <b>Material purchasing text</b> MSTU Adapter K-shelf 4-8GHz Part Number TA09017-C842 ..... Adaptador de MSTU para Shelf tipo K, entre bandas 4-8 GHz <b>Additional technical specs.</b> MSTU Adapter K-shelf 4-8GHz						
00009		16	UNIT	Modulo de 128 Q	2,102.91	33,646.56
Your material number : TA11006-E782 Harmonized Tariff Code : 8537109000 <b>Material purchasing text</b> 128QAM DEQL - Both adjacent channels Part Number TA11006-E782 ..... Modulo de 128 QAM, para ambos canales ayacente, de la frecuencia de operación de los transreceptores <b>Additional technical specs.</b> 128QAM DEQL - both adjacent channels						
00010		8	UNIT	Modulo de 128 Q	2,103.69	16,829.52
Your material number : TA11006-E784 Harmonized Tariff Code : 8537109000 <b>Material purchasing text</b> 128QAM DEQL - lowerside adjacent channel Part Number TA11006-E784 ..... Modulo de 128 QAM, para canal adjacente de frecuencia inferior a la de operación de los transreceptores. <b>Additional technical specs.</b> 128QAM DEQL - lowerside adjacent channel						
00011		8	UNIT	Circulador 8 GH	1,382.42	11,059.36
Your material number : TA10038-D417 Harmonized Tariff Code : 8537109000 <b>Material purchasing text</b> TX / RX circulator 8G DUP UDR84 Part Number TA10038-D417 ..... Circulador 8 GHz, entre el Transmisor y el Receptor <b>Additional technical specs.</b> TX/RX circulator DUP 8G UDR84						
00012		8	UNIT	Adaptador de Ci	961.70	7,693.60

SUPPLIER:  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

5400003029

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Your material number : TA10038-D416 Harmonized Tariff Code : 8471900000 <b>Material purchasing text</b> ADPT circulator 8G RXSD UDR84 Part Number TA10038-D416 ***** Adaptador de Circulador a 8 GHz <b>Additional technical specs.</b> RXSD circulator ADPT 8G UDR84						
00013		8	UNIT	Alimentador Der	208.06	1,664.48
Your material number : TA80001-L617 Harmonized Tariff Code : 8537109000 <b>Material purchasing text</b> RIGHT feed DUP TX 7G-8G main UDR84 Part Number TA80001-L617 ***** Alimentador Derecha de Transmision de señal de radio frecuencia previo a la etapa de microfiltros, previo a la conexión de las Guías de Onda <b>Additional technical specs.</b> DUP feed TX main RIGHT 7G-8G UDR84						
00014		8	UNIT	Alimentador Pri	208.06	1,664.48
Your material number : TA80001-L618 Harmonized Tariff Code : 8537109000 <b>Material purchasing text</b> DUP RX main feed 7G-8G RIGHT UDR84 Part Number TA80001-L618 ***** Alimentador Principal de Recepcion de señal de radio frecuencia a la etapa de microfiltros, previo a la conexión de las Guías de Onda <b>Additional technical specs.</b> DUP feed RX main RIGHT 7G-8G UDR84						
00015		8	UNIT	Alimentador de	208.06	1,664.48
Your material number : TA80001-L619 Harmonized Tariff Code : 8471900000 <b>Material purchasing text</b> ADPT feed RX RIGHT 7G-8G SD UDR84 Part Number TA80001-L619 ***** Alimentador de Adaptacion de Recepcion Derecha de señal de radio frecuencia a la etapa de microfiltros, previo a la conexión de las Guías de Onda. <b>Additional technical specs.</b> ADPT feed RX SD RIGHT 7G-8G UDR84						



Page: 6 of 24

SUPPLIER:  
CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order****5400003029**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00016		24	UNIT	Bandeja de Filt	184.94	4,438.56
Your material number : TA11004-E050 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> Filter Tray 4G to 8G Part Number TA11004-E050 ..... Bandeja de Filtros de 4GHz a 8GHz <b>Additional technical specs.</b> Filter Tray 4G to 8G						
00017		24	UNIT	Conexión de mic	208.06	4,993.44
Your material number : TA80001-L455 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> Filter-to-Filter pipe 6G to 8G Part Number TA80001-L455 ..... Conexión de microfiltro a microfiltro de 6 GHz a 8 GHz <b>Additional technical specs.</b> Filter-to-Filter pipe 6G to 8G						
00018		8	UNIT	Conexión princi	208.06	1,664.48
Your material number : TA80001-L461 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> Main TX filter pipe RIGHT 6G to 8G Part Number TA80001-L461 ..... Conexión principal a Microfiltro de la Señal de Transmision de radio frecuencia. <b>Additional technical specs.</b> Main TX filter pipe RIGHT 6G to 8G						
00019		16	UNIT	Conexión de dos	208.06	3,328.96
Your material number : TA80001-L463 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> RX / two-filters RXSD RIGHT pipe 6G to 8G Part Number TA80001-L463 ..... Conexión de dos microfiltros para señal de Recepcion, lado derecho, de 6 GHz a 8GHz <b>Additional technical specs.</b> RX/RXSD two-filters pipe RIGHT 6G to 8G						
00020		12	UNIT	Filtro Señal Ra	1,447.17	17,366.04

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Your material number : TA10039-D203 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> Filter CH5, CH7 L8G Part Number TA10039-D203 ***** Filtro de Señal de Radio Frecuencia de los Canales 5 y 7, en la Banda de 8 GHz <b>Additional technical specs.</b> Filter L8G CH5-CH7						
00021		12	UNIT	Filtro Señal Ra	1,447.17	17,366.04
Your material number : TA10039-D206 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> Filter CH6, CH8 L8G Part Number TA10039-D206 ***** Filtro de Señal de Radio Frecuencia de los Canales 6 y 8, en la Banda de 8 GHz <b>Additional technical specs.</b> Filter L8G CH6-CH8						
00022		12	UNIT	Filtro señal ra	1,447.17	17,366.04
Your material number : TA10039-D209 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> Filter L8G CH5'-CH7 ' Part Number TA10039-D209 ***** Filtro de Señal de Radio Frecuencia de los Canales 5' y 7', en la Banda de 8 GHz <b>Additional technical specs.</b> Filter L8G CH5'-CH7'						
00023		12	UNIT	Filtro señal ra	1,447.17	17,366.04
Your material number : TA10039-D212 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> Filter L8G CH6'-CH8 ' Part Number TA10039-D212 ***** Filtro de Señal de Radio Frecuencia de los Canales 6' y 8', en la Banda de 8 GHz <b>Additional technical specs.</b> Filter L8G CH6'-CH8'						
00024		12	UNIT	Modulo Transrec	31,925.45	383,105.40
Your material number : TA02054-B879						



Page: 8 of 24

**SUPPLIER:**

CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
DORAL

**Purchase Order****5400003029**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Harmonized Tariff Code : 8537109000						
Material purchasing text						
L8G +32 dBm with XPIC TxLower MSTU Part Number TA02054-B879						
*****						
Modulo Transreceptor con Canales de Frecuencias Bajos, en la banda de 8 GHz, con 32 dBm de potencia, y capacidad de soportar doble polaridad en transmision y recepcion.						
Additional technical specs.						
L8G +32dBm with XPIC TxLower MSTU 6						
00025		12	UNIT	Modulo Transrec	31,925.45	383,105.40
Your material number : TA02054-B880						
Harmonized Tariff Code : 8537109000						
Material purchasing text						
L8G +32 dBm with XPIC TxUpper MSTU Part Number TAC2054-B880						
*****						
Modulo Transreceptor con Canales de Frecuencias Altos, en la banda de 8 GHz, con 32 dBm de potencia, y capacidad de soportar doble polaridad en transmision y recepcion.						
Additional technical specs.						
L8G +32dBm with XPIC TxUpper MSTU						
00026		16	UNIT	Terminal de 16	138.70	2,219.20
Your material number : 425-012/33						
Harmonized Tariff Code : 8536509000						
Material purchasing text						
TERM 16A MAGNETIC SWITCH Part Number 425-012/33						
*****						
Terminal de 16 A, con interruptor magnetico						
Additional technical specs.						
POWER DISTRIBUTION BOARD						
16A TERM MAGNETIC SWITCH						
00027		32	UNIT	Conector SFP	115.58	3,698.56
Your material number : T555SFMM0.00						
Harmonized Tariff Code : 8537109000						
Material purchasing text						
1XGBE MODULE SFP 1000 BASE SX Part Number T555SFMM0.00						
*****						
Conector SFP que permite conexión de Fibra Optica Multimodo, con Conector LC						
Additional technical specs.						
OPTICAL ACCESSORIES MULTI MODE						
1XGBE MODULE SFP 1000 BASE SX						
00028		32	UNIT	Conexión de Fib	115.58	3,698.56



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**SUPPLIER:**

CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
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ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<p>Your material number : T5551GEMM.30 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> MM Fiber Patch Cord LC-LC, 30m Part Number T5551GEMM.30 ..... Conexión de Fibra Optica Multimodo, LC-LC de 30 mts. <b>Additional technical specs.</b> OPTICAL ACCESSORIES MULTI MODE MM Fiber Patch Cord LC-LC,5m</p>						
00029		2,320	UNIT	Guia de Onda El	134.10	311,112.00
<p>Your material number : 127-042/06 Harmonized Tariff Code : 8517800000 <b>Material purchasing text</b> ELLIPT. EWP77 WG-77 Part Number 127-042/06 ..... Guia de Onda Eliptica EWP-77 <b>Additional technical specs.</b> ELLIPTICAL WAVEGUIDE, COAXIAL CABLES ELLIPT. WG EWP77-77 1160</p>						
00030		160	UNIT	Adaptador Angul	178.00	28,480.00
<p>Your material number : 165-005/84 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> 10PCS ADAP.KIT ANGLE 243684-M Part Number 165-005/84 ..... Adaptador Angular de 10 Pcs <b>Additional technical specs.</b> ANGLE ADAP.KIT 10PCS 243684-M</p>						
00031		160	UNIT	Kit de Fijacion	115.58	18,492.80
<p>Your material number : 165-005/70 Harmonized Tariff Code : 8537109000 <b>Material purchasing text</b> EWP77 10PCS42396A HANGER KIT-11 Part Number 165-005/70 ..... Kit de Fijacion en Torre de Telecomunicaciones para Guia de Onda EWP-77 <b>Additional technical specs.</b> EWP77 HANGER KIT 10PCS42396A-11</p>						
00032		32	UNIT	Conector PDR-87	647.30	20,713.60



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**SUPPLIER:**  
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ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Your material number : 504-237/87 Harmonized Tariff Code : 8536909000 <b>Material purchasing text</b> CONNECT PDR84. 177SEM - FOR EWP77 Part Number 504-237/87 ..... Kit de Fijacion en Torre de Telecomunicaciones para Guia de Onda EWP-77 <b>Additional technical specs.</b> PDR84 CONNECT. 177SEM - FOR EWP77						
00033		16	UNIT	Ventana de Pres	145.64	2,330.24
Your material number : 308-005/16 Harmonized Tariff Code : 9026200000 <b>Material purchasing text</b> WIND PRESSURE UDR84. 223306-84 Part Number 308-005/16 ..... Ventana de Presurizacion que permite el sello a presion de la Gua de onda, con conector UDR84 <b>Additional technical specs.</b> UDR84 PRESSURE WIND. 223306-84						
00034		16	UNIT	Kit de conexión	115.58	1,849.28
Your material number : 343-001/37 Harmonized Tariff Code : 9026200000 <b>Material purchasing text</b> 4-8GHz INNER PRESSURIZ. KIT 273652 Part Number 343-001/37 ..... Kit de conexión interna de la Guia de Onda con el presudizador <b>Additional technical specs.</b> 4-8GHz INNER PRESSURIZ. KIT 273652						
00035		48	UNIT	Kit de Aterrami	83.22	3,994.56
Your material number : 333-031/73 Harmonized Tariff Code : 8517800000 <b>Material purchasing text</b> 7-8GHz GROUND. KIT 241088-3 Part Number 333-031/73 ..... Kit de Aterramiento para guia EWP-77 <b>Additional technical specs.</b> 7-8GHz GROUND. KIT 241088-3						
00036		16	UNIT	Pasa Pared	240.43	3,846.88





**SUPPLIER:**

# Purchase Order

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ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Material purchasing text</b> TWIST FLEX + R84 UDR / UDR Part Number 504-657/57 ..... Conexión Flexible que permite interconexion de Branching de Salida de la Señal RF, con Conector Principal de Guia de Onda. <b>Additional technical specs.</b> INTERFACING TO FULLY INDOOR EQUIPMENT BRANCHING FLEX+TWIST R84 UDR/UDR						
00041		4	UNIT	Licencia Plug -	9,620.38	38,481.52
Your material number : NV1002500 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> PLUG-IN TRUNK SDH LTU Part Number NV1002500 ..... Licencia para Plug-In para Monitoreo de Troncal SDH desde el Sistema de Gestión <b>Additional technical specs.</b> NETVIEWER SDH TRUNK PLUG-IN LTU						
00042		48	UNIT	Licencia para m	2,311.75	110,964.00
Your material number : NV1002600 Harmonized Tariff Code : 8517900000 <b>Material purchasing text</b> LTU PER TRUNK SDH TRANSCEIVER Part Number NV1002600 ..... Licencia para monitoreo de Transreceptor desde el Sistema de Gestion <b>Additional technical specs.</b> SDH TRUNK LTU PER TRANSCEIVER						
00043		8	UNIT	Presurizador co	6,217.60	49,740.80
Your material number : 633-051/47 Harmonized Tariff Code : 8537109000 <b>Material purchasing text</b> PRESSURIZ. LAB2 DC 4-PORTS Part Number 633-051/47 ..... Presurizador con Alimentacion DC, de 4 Puertos para Cuatros Guias de Onda <b>Additional technical specs.</b> PRESSURIZ. LAB2 DC 4-PORTS						



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ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Gross Price						2,018,834.48
Gross Price						2,018,834.48
Purchase order total value						2,018,834.48 USD

**P.O. General terms**

\*\*\* DOC. B0021, REV. E (06.13.2007) \*\*\*

**DELIVERY**

=====

8 WEEKS ARO AS QUOTED.  
LINE ITEMS MUST SHIP COMPLETE.  
PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

**NEW MATERIAL**

=====

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

**ORDER ACKNOWLEDGEMENT**

=====

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER \_\_\_\_\_
- CONFIRMED DELIVERY DATE \_\_\_\_\_
- YOUR REFERENCE NUMBER \_\_\_\_\_
- YOUR EXPEDITING CONTACT \_\_\_\_\_
- TELEPHONE NUMBER \_\_\_\_\_
- FACSIMILE NUMBER \_\_\_\_\_
- DRAWINGS SUBMITTAL DATE \_\_\_\_\_ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT:  
OAINBOX@PSI.PDV.COM  
ACKN@BARIVEN.EU

**SUPPLIER:**

CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
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**Purchase Order****5400003029****P.O. Particular terms**

**PDVSA SERVICES, INC.  
TERMS AND CONDITIONS FOR GOODS PURCHASES**

**1. DEFINITIONS:**

- a) #Agent# means PDVSA SERVICES INC. in its capacity as agent for Purchaser
- b) #End User# means persons and entities to whom Purchaser resells or assigns the Materials
- c) #Materials# means any material, part, item, machinery, equipment or article to be furnished pursuant to the Order.
- d) #Order# means these terms and conditions together with a written purchase order issued by Purchaser to Seller.
- e) #Party# means any of Purchaser, Seller, or Agent.
- f) #Purchaser# means BARIVEN S.A.
- g) #Purchaser Group# means Purchaser, its agent, any End User, and the respective officers, directors, and employees of all of the foregoing and heirs, successors and assigns of the above.
- h) #Seller# means the person, corporation, partnership or other entity to whom the Order is issued.

**2. ACCEPTANCE:**

The Order constitutes an offer by Purchaser to Seller to purchase from Seller the Materials on the terms and conditions stated in the Order. The Order will not become a contract binding upon Purchaser or Seller until the earlier to occur of (a) receipt by Purchaser of written acceptance of the Order from an authorized employee of Seller or (b) delivery by Seller to Purchaser of all or any portion of the Materials. Acceptance of the Order is expressly limited to the terms and conditions set forth herein. Seller is notified in advance that Purchaser takes exception to any and all changes which Seller may make or propose to the terms and conditions contained herein.

**3. CHANGES:**

Purchaser reserves the right at any time prior to Seller's delivery of the Materials to make changes in the Order including, without limitation, changes in the specifications and drawings for the Materials covered by the Order or in the method of shipment or packing or the time, place or manner of delivery. If any such change causes an increase or decrease in the cost or time required for Seller's performance of the Order, an equitable adjustment as negotiated in good faith between the Parties shall be made in the Price or delivery schedule, or both. Any claim by Seller for such an adjustment under this Section must be approved by Purchaser in writing before Seller proceeds with such change. Price increases shall not be binding on Purchaser unless evidenced by a written revision to the Order approved by an authorized employee of Purchaser.

**4. DELIVERY, TITLE AND RISK OF LOSS:**

- i. The delivery terms applicable to the Order are as set forth on the written purchase order issued by Purchaser to Seller.
- ii. Title and risk of loss shall pass from Seller to Purchaser upon delivery of the Materials to Purchaser or its Agent according to the delivery terms set forth on the written purchase order issued by Purchaser to Seller.

**4. PRICE AND PAYMENT TERMS:**

- i. The Price is the consideration specified in the Order to be paid by the Purchaser to the Seller for the complete delivery of the Materials and performance of all obligations of the Seller under the Order.
- ii. Unless otherwise specified in the Order, Seller shall issue invoices only upon delivery of all of the Materials to Purchaser. Purchaser shall issue payment within thirty (30) days of receipt of correct and conforming Seller invoice at Agent's offices in Houston, Texas. Payment by Purchaser is contingent upon delivery by Seller of conforming Materials. Adjustments for payments made for rejected Materials or due to discrepancies on paid invoices shall be deducted from subsequent payments due to Seller or, at Purchaser's option, promptly refunded by Seller upon request.
- iii. The Company may withhold payment in the event any of the following occur:
  - a. Seller is in material default under any terms or conditions of the Order including delivery schedule;
  - b. Unresolved claims for damage to the Purchaser Group or claims against the Materials by any Seller's suppliers or subcontractors;
  - c. Failure of Seller to provide satisfactory documentation including, but not limited to, invoices for Materials, delivery receipts, cargo manifest and progress reports.

Any payment made by Purchaser or its Agent under the Order, including final payment, shall not prevent Purchaser or its Agent from recovering any amount over paid or wrongfully paid however such payment may have arisen including by mistake.

**5. ROYALTY AND LICENSE:**

No items requiring payment of any license, fee, royalty or payment for the continuation of usage shall be installed or integrated into the Materials without the prior written approval of Purchaser and/or Agent prior to shipment. In the event that any such payment is required for the delivery of the Materials, such costs shall be deemed included in the Price.

**6. TAXES, ETC:**

Seller shall be responsible for and pay any and all taxes, fees, assessments, contributions, pensions, increased wages and other costs imposed directly or indirectly on account of Seller's work, labor or services required under or relating to the Order. The Materials to be supplied under the Order are for export and no sales, use, or excise taxes, levies, assessments or duties shall be added in the pricing or invoicing for the Materials.

**7. DELAY OR NON-DELIVERY:**

Time is of the essence with respect to the Order and the Seller shall be liable to Purchaser for the Seller's failure to deliver the Materials at the time specified herein. If at any time after acknowledgement of the Order, Seller discovers that the Materials cannot be delivered in accordance with the delivery terms set forth herein, Seller shall notify Purchaser immediately in writing of the earliest possible delivery date (Revised Delivery Date). This notice shall specify the anticipated duration of the delay and actions taken or contemplated by the Seller to mitigate such delay. The Purchaser may, at its sole discretion, accept or reject the Revised Delivery Date. If necessary to meet schedule or to recover time lost by any delay, Purchaser may, without liability, and in addition to Purchaser's other remedies, require expedited routing in place of the scheduled routing, in which event all excess transportation costs shall be paid by Seller. Purchaser's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right, or remedy Purchaser has under the Order or under applicable law. Purchaser shall have the right to cancel the Order, in whole or in part, without prejudice to any other rights Purchaser may have as a result thereof. In the event of nondelivery by Seller, Purchaser also reserves the right to purchase the Materials hereunder elsewhere and charge Seller with any loss incurred as a result thereof.

**8. FORCE MAJEURE:**

Except for Purchaser's and/or Agent's obligation to pay for delivered Materials, no Party hereto shall be liable for delay in performance or non-performance of its obligations hereunder due, in whole or in part, to reasons beyond its control, including, but not limited to, acts of God, fire, flood, explosion, war, rebellion, terrorism, insurrection, any act of governmental or military authorities, or any other cause not due to the fault or

**SUPPLIER:**

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8600 NW, 17th St, Suite 140

DORAL

**Purchase Order****5400003029**

negligence of the Party affected (any such event a "Force Majeure Event"). Any Party who is prevented from performing because of the occurrence of a Force Majeure Event shall immediately notify the other Party in writing of the existence of the Force Majeure Event, the cause for such non performance and of the anticipated extent of the delay.

**9. ERRONEOUS OR EXCESS MATERIALS**

Any Materials delivered in error or in excess of the quantity specified in the Order may at the Purchaser's option be returned to the Seller at the Seller's expense.

**10. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY**

Seller warrants and agrees that the purchase, use, or sale of the Materials delivered under the Order, whether alone or in combination with other goods, does not and will not infringe any patent, copyright, trademark, trade name, trade secret or other proprietary or protected right of any other person or entity (except to the extent the design of the Materials is not furnished by Purchaser). Seller further agrees to: (i) indemnify, hold harmless and defend Agent, Purchaser, Purchaser Group and their respective customers, agents, directors, officers and vendors from and against all claims, suits, actions, proceedings, liabilities and expenses arising out of or in connection with any actual or alleged infringement of any patent, copyright, trademark, trade name, trade secret or other proprietary or protected right in any country resulting from the purchase, use, or sale of any such Materials; (ii) pay and discharge promptly all judgments, decrees and awards rendered therein or by reason thereof; and (iii) bear all costs, expenses and legal fees associated therewith. In the event that the Materials become, or in the Purchaser's reasonable judgement are likely to become, the subject of a claim of infringement, Seller shall, at its expense and as requested by Purchaser, either procure for Purchaser the right to continue using or selling the Materials or replace or modify the same so that they become non-infringing but functionally equivalent. If Seller is unable to procure such right or so replace or modify the Materials within a commercially reasonable period, Purchaser may, at its option, elect to:

- Obtain an adjustment in the Price either through a refund of amounts already paid or a reduction in the amount of the Price that remains to be paid; or
- direct that the defective Materials be removed at Seller's expense as promptly as possible, in which event Seller shall, without cost, either furnish proper Materials and install or deliver such without cost to Purchaser Group or refund to Purchaser Group the Price of such Materials and their transport; and
- Take such other action as is permitted in law or equity.

The indemnification rights granted in this Section shall survive the acceptance of the Materials and payment therefor by Purchaser.

**11. WARRANTIES:**

II. Seller warrants that when the Materials are delivered to Purchaser, title will pass to Purchaser free and clear of all liens, claims, security interests or encumbrances and that no Materials shall be subject to any agreement under which any interest therein or encumbrance thereon is retained by any third party. Seller hereby waives, releases and relinquishes all rights to file any financing statement, notice of intent, notice of lien, mechanic's lien or other encumbrance against Purchaser Group with respect to the Materials or any part thereof.

III. Seller warrants that the Materials will be of good quality, free from defects in materials, workmanship and design (to the extent the design of the Materials is not furnished by Purchaser) and will meet those specifications, if any, provided to Seller by or on behalf of Purchaser.

IV. Seller agrees that if Purchaser or Agent notifies Seller in writing of a defective Material within one year from the date the Materials are placed in operation or such longer period as may be specified in the Order (but not later than 24 months from the date of delivery to Purchaser or Agent or its designated sub-agent or representative or such longer period as may be specified in the Order), Seller shall replace or repair, at Seller's expense, as promptly as possible the defective Material, or any part thereof. In the event any defect cannot be corrected or repaired within a commercially reasonable period, Purchaser, at its option, may elect to:

- Obtain an adjustment in the Price either through a refund of amounts already paid or a reduction in the amount of the Price that remains to be paid; or
- direct that the defective Materials be removed at Seller's expense as promptly as possible, in which event Seller shall, without cost, either furnish proper Materials and install or deliver such without cost to Purchaser Group or refund to Purchaser Group the Price of such Materials and their transport; and
- Take such other action as is permitted in law or equity.

V. All Materials repaired or replaced pursuant to the foregoing warranty shall, in each case, be warranted by Seller in accordance with the foregoing warranty for a period equal to the period of warranty remaining under (III) above.

VI. Seller consents to the assignment of all warranties arising from the Order to any End User.

**12. INDEMNIFICATION:**

I. Seller shall indemnify and hold harmless Purchaser Group from any and all losses, expenses, awards, and damages (including, without limitation, court costs and reasonable attorneys' fees), arising out of or relating to any claim (a) for Seller's breach of any of the terms or conditions of the Order (including, without limitation, these Terms and Conditions of purchase), or (b) any injury to persons or property arising out of or resulting from any defect in any Materials or any act or omission of Seller or Seller's agents, employees or subcontractors. The indemnification rights granted in this Section shall survive acceptance of the Materials and payment therefor by Purchaser.

II. Seller agrees to indemnify, defend and hold harmless Purchaser or Agent and any End User against any claims made by third parties for damage to, or loss of third party property and injury to or death of any third person, in each case to the extent caused by the negligence or willful misconduct of Seller and arising out of or in relation to the performance of the Order.

III. No Party's liability arising out of or in relation to Party's performance under the Order shall exceed a sum equal to the total Price of the Order. However, such limitation shall in no way limit indemnification for claims pursuant to Section 10 or Section 12(I)(b) or (II) hereof.

**13. PROPRIETARY DATA:**

The Parties acknowledge that all technical or proprietary information which is supplied to any Party to this Agreement by or on behalf of another Party to help facilitate performance of the Order (Proprietary Data) is and shall remain the confidential, proprietary data of the Party which supplied the Proprietary Data. The receiving Party shall keep all Proprietary Data strictly confidential. The receiving Party shall not use any Proprietary Data for any purpose other than in connection with transactions contemplated by the Order and shall not reproduce any Proprietary Data or disclose any Proprietary Data to any person or entity without the prior written consent of the delivering Party. Upon completion or earlier termination of the Order or upon demand by the delivering Party, each receiving Party shall return all Proprietary Data to the delivering Party or make such other disposition thereof as the delivering Party may direct or approve.

**14. MODIFICATION AND ASSIGNMENT:**

No modification to any provision of the Order shall be effective unless made in writing in the purchase order and issued by an authorized representative of both Purchaser and Seller. Seller understands that Purchaser is purchasing the Materials for resale and Seller consents to the assignment of all Purchaser's rights and responsibilities hereunder (except Purchaser's obligation to pay the Price for the Materials hereunder) to any End Users. Seller shall not assign or subcontract the Order or any of Seller's rights or obligations under the Order without the written consent of Purchaser or Agent nor shall Seller assign any monies due or to become due to Seller hereunder without the prior written consent of Purchaser or Agent.

**15. INDEPENDENT CONTRACTOR:**





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Seller is an independent contractor and nothing herein shall at any time be construed to create relationship of employer and employee, partnership, principal and agent or joint venture as between Seller and any member of the Purchaser Group. Seller shall have no right to enter into any contract, commitment, or agreement, or incur any debt or liability of any nature in the name, or on behalf of any member of the Purchaser Group. Nothing herein shall create an exclusive relationship for the purchase of goods.

**16. COMPLIANCE WITH LAWS**

Seller shall comply, and the Materials shall be compliant, with all applicable statutes, laws, ordinances and regulations with respect to the Materials and/or Seller's performance pursuant to the Order, including, without limitation, statutes, laws, ordinances and regulations pertaining to health and safety, labor standards, and anti-discrimination. At Purchaser's request, Seller shall provide appropriate certifications of compliance.

**17. PUBLICITY:**

Seller shall obtain from Purchaser written approval prior to making any public release or announcement regarding the Order.

**18. GIFTS:**

If Seller or its employees, agents or representatives offer, make or receive payments, loans or other special considerations to or from any employee or agent of Purchaser, Agent, any End User, or any employee or agent of any entity with authority to determine or influence procurement activity of the Purchaser, Agent, or End User, the Order may be terminated at the option of Purchaser or Agent.

**19. CANCELLATION FOR CAUSE:**

If Seller (i) fails in any respect to comply with the any of the terms of the Order (including, without limitation, these Terms and Conditions), (ii) makes an assignment for the benefit of creditors, (iii) files a voluntary petition or has filed against it an involuntary petition under any bankruptcy or insolvency law, or (iv) has a receiver or trustee appointed for it or any of its property, Purchaser may, at its option, without limitation of its other remedies at law or equity, cancel all or any portion of the Order. In the event of any such cancellation by Purchaser, Seller shall transfer title to, and deliver, such work in process or completed Materials, as Purchaser may request. If Purchaser cancels the Order in accordance with this Section, Purchaser shall have no liability to Seller beyond payment of any balance owing for Materials purchased under the Order and delivered to and accepted by Purchaser prior to Seller's receipt of Purchaser's notice of cancellation.

**20. IMPORTER OF RECORD:**

In the event Materials are produced or manufactured, in part or in whole, outside the country of delivery, Seller shall be the importer of record to the country of sale and shall be responsible for the timely submission of all Customs entry documentation at the country of sale, pay all Customs duties at the country of sale, import fees, environmental fund fees, and other assessments pertaining to the importation of such Materials. If requested by Seller, Purchaser or Agent shall provide Seller with reasonably necessary information and document for importation. Upon request of Purchaser or Agent, Seller shall assign its rights as importer of record to Purchaser or Agent.

**21. EXPORT AUTHORIZATIONS:**

The Materials are being purchased for export. Seller shall provide to Purchaser and/or Agent, within thirty (30) days after issuance of the Order, a written notice stating whether any authorization for the export of such Materials is required by the exporting country. If delivery is to be made in the United States, Seller shall assist, without any additional cost, the Purchaser or Agent in obtaining all such authorizations for export. If delivery is to be made outside the United States, Seller shall obtain all required authorizations for export. Assistance shall include the provision of technical data, drawings, brochures, technical expertise or other assistance as reasonably necessary to obtain export authorizations.

**22. CHOICE OF LAW:**

The Order shall be governed by and interpreted in accordance with the laws of the state of Texas, United States of America without regard to its conflict of law rules or the application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties agree that the exclusive jurisdiction for all disputes arising from or related to the Order shall be the applicable State and Federal courts of Harris County, Texas.

**23. ENTIRE AGREEMENT:**

The Order constitutes the entire agreement between Purchaser and Seller and supersedes all prior negotiations, representations or agreements relating to the Materials, either written or oral. In the event of any conflict, specific terms and conditions set forth on the face of the Order shall prevail over these terms and conditions.



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**SUPPLIER:**

CLADIRECT INC.  
8600 NW, 17th St, Suite 140  
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**Purchase Order****5400003029****Terms of delivery**

PDVSA SERVICES, INC PURCHASE ORDER  
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER  
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW  
(DOC. B0010, REV. H, JUNE, 16 2009)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.

**\*\*\* I. INVOICE PREPARATION AND DISTRIBUTION \*\*\*****A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. c/o PDVSA SERVICES, INC."
3. Invoice must include the following information:
  - a. Invoice date and number.
  - b. PDVSA SERVICES INC, Purchase Order Number and Requisition Number.
  - c. Delivery terms.
  - d. Payment terms.
  - e. Purchase Order Item Numbers as referenced in the order.
  - f. Quantity and description of materials.
  - g. Seller's current Part Numbers followed by superceded numbers in parenthesis, where applicable.
  - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

**B. INVOICE DISTRIBUTION FOR PAYMENT:**

For payment purposes submit the following documents to the address that appears below:

- \* 1 original invoice (signed with blue ink and prepared as described above)
- \* copy of executed bill of lading or air waybill
- \* copy of export packing list
- \* copy of export commercial invoice
- \* freight bill (whenever applicable)

**First class or registered mail address:**

PDVSA Services, Inc.  
Attn: Accounts Payable  
P.O. Box 4403  
Houston, TX 77210-4403

**Courier service mailing address:**

Bariven S.A. c/o PDVSA Services Inc. Attn. Account Payable  
1293 Eldridge Parkway Houston, TX 77077  
Contact Name: Tim Marshman  
Contact Number: (281)588-6253  
Contact Fax: (281)582-7578

**\*\*\* II. SHIPPING \*\*\***

**A. FREIGHT CHARGES:** As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.

**B. DO NOT SHIP PARTIALS** unless written authorization is provided by PDVSA SERVICES INC. personnel.

**C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.**

**\*\*\* III. SHIPPING DOCUMENTS \*\*\***

**A. Supplier shall not ship to forwarder, port, or airport** until all documentation requirements described below are met.

**B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI.** (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):



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**Purchase Order**
**5400003029**
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- \* Commercial Invoice
- \* Packing List and/or Tally Sheet
- \* Bill of Lading or Air Waybill
- \* Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
  1. The purchase order is for Pipes and Shipping Marks indicate MARACAIBO or GUANTA VENEZUELA.
  2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
- \* Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).
- \* Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
  - API Certificates- Material Test Reports/Mill Test Reports
  - Certificate of Conformance/Compliance
  - Certificate of Analysis
  - Non-destructive test reports
  - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

SHIPPINGDOCS@PSI.PDV.COM

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

**FIRST CLASS MAILING ADDRESS:**

PDVSA Services, Inc.  
Attn: Document Control  
P.O. Box 4403  
Houston, TX 77210-4403

**COURIER SERVICE MAILING ADDRESS:**

Bariven S.A. c/o PDVSA Services Inc.  
Attn: Document Control  
1293 Eldridge Parkway  
Houston, TX 77077.  
Contact Name: Maria Ibanez  
Contact Number: (281)588-6255  
Contact Fax: (281)588-6265

**E-MAIL ADDRESS:**

SHIPPINGDOCS@PSI.PDV.COM

**EUROPEAN ADDRESS:**

PDVSA SERVICES BV  
ATTN. LOGISTICS DEPARTMENT  
PRESIDENT KENNEDYLAAN 19  
2517 JK THE HAGUE  
THE NETHERLANDS

**EUROPEAN E-MAIL ADDRESS:**

LOGISTICS@BARIVEN.EU

**\*\*\* IV. PACKING \*\*\***

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or





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treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

**A. PACK MATERIALS in one of the following ways:**

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.  
**DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.**
2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

**B. PACKING LIST** must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.
3. Shipping Unit number (if more than one).

**C. DANGEROUS/HAZARDOUS MATERIALS:** Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)**D. EUROPEAN SHIPMENTS:** Materials must be packed for Exportation in accordance with BGE-117.**\*\*\* V. MARKING (MUST BE PERMANENT/WATERPROOF) \*\*\*****A. INTERIOR PACKAGES:** Mark or tag with Order Number and Order Item Number.**B. SHIPPING UNITS:** Mark on two adjacent sides or tag:

1. "Shipping Marks" as specified in the order
  2. Overall dimensions in centimeters
  3. Gross weight in kilograms
  4. Order and item number (if a one-item Shipping Unit)
- C. SHIPPING UNIT NUMBERS:** Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.

**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.**E. CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.**F. FRAGILE MATERIAL PACKAGES:**

(Interior Package and Shipping Unit):  
Mark on all 4 sides:

"FRAGILE - FRAGIL"  
"HANDLE WITH CARE - MANEJESE CON CUIDADO"  
"THIS END UP - ARRIBA"  
(SHOW AN ARROW POINTING UP)

**\*\*\* VI. US EXPORT COMPLIANCE \*\*\* (IF APPLICABLE)**

**DESTINATION CONTROL STATEMENT:** According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of



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items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

**Purchase Order**

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**Requir docs/Inspec/Field Exped****TELECOMMUNICATIONS, COMPUTERS & SOFTWARE SYSTEMS TR3200**

Technical Requirements: TR3200, revision 3, August 2012.  
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

**TECHNICAL REQUIREMENTS  
WITH QUOTATION**

- 1.1 PRODUCT DATA SHEETS/SPECIFICATIONS (AS APPLICABLE)
- 1.2 DESCRIPTIVE PRODUCT INFORMATION / CONFIGURATION
- 1.3 SCOPE OF SUPPLY
- 1.4 OUTLINE DRAWING, PRELIMINARY
- 1.5 PERFORMANCE CHARACTERISTICS (AS APPLICABLE)
- 1.6 STANDARD/OPTIONAL TESTING
- 1.7 SOFTWARE LICENSE - TYPICAL (AS APPLICABLE)
- 1.8 RECOMMENDED SPARE PARTS, PRICED (AS APPLICABLE)
- 1.9 LIST OF EXCEPTIONS (AS APPLICABLE)
- 1.10 SHIPPING WEIGHT AND DIMENSIONS

**AFTER RECEIVING ORDER - ARO**

- 2.1 SYSTEM CONFIGURATION
- 2.2 GENERAL ARRANGEMENT DRAWING (AS APPLICABLE)
- 2.3 CONTROL AND WIRING SCHEMATICS (AS APPLICABLE)
- 2.4 SOFTWARE PROGRAM - FUNCTIONAL DESCRIPTION (AS APPLICABLE)
- 2.5 SOFTWARE DOCUMENTS (AS APPLICABLE)
- 2.6 SOFTWARE LICENSE (AS APPLICABLE)
- 2.7 SHIPPING WEIGHT AND DIMENSIONS
- 3.1 FUNCTIONAL TEST REPORTS (AS APPLICABLE)
- 3.2 MANUFACTURER STANDARD TEST REPORTS
- 4.1 INSTALLATION, OPERATION AND MAINTENANCE MANUALS
- 4.2 BILL OF MATERIALS

**5. DOCUMENTATION REQUIREMENTS**

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).  
COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

5.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven:  
Finel Calle La Guatita, Centro Profesional Eurobuilding, Piso 10, Chacao, Caracas, Venezuela. Attn: Technical Services Department.

5.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

TECHDOCS@PSI.PDV.COM  
TECHDOCS@BARIVEN.EU  
INSPECTIONBV@PDVSA.COM

5.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

5.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

5.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

**FIELD INSPECTION REQUIREMENT  
(DOC. TR050, REV.1, August-2012)**

1. THIS PURCHASE ORDER OR RFQ (WHEN APPLICABLE) HAS BEEN CODED FOR FIELD TECHNICAL INSPECTION PRIOR TO SHIPMENT. THIS MEANS A QUALIFIED INSPECTOR UNDER PDVSA SERVICES DIRECT SUPERVISION OR CONTRACT WILL INSPECT THE EQUIPMENT OR PRODUCT FOR COMPLIANCE TO QUOTE, PURCHASE ORDER, COVENIN REGULATION AND ANY OTHER APPLICABLE INDUSTRY STANDARD OR SPECIFICATION.

2. PRODUCT, EQUIPMENT, OR MATERIAL INSPECTION MUST BE PERFORMED BEFORE PACKAGING FOR SHIPMENT. THE PURCHASER'S INSPECTION DOES NOT RELIEVE THE MANUFACTURER OR THE SELLER FROM COMPLIANCE TO ALL PURCHASE ORDER REQUIREMENTS.



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**Purchase Order**

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**IMPORTANT INSTRUCTIONS TO SELLER**  
(Doc. Z\_ME\_PO\_GEN\_BU00, rev.8, 04-11-2008)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

**INSTRUCTION**

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department oainbox@psi.pdv.com

**Packing, Marking, Invoicing:**

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Anex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: [www.ippc.int](http://www.ippc.int).

**General Invoicing Instructions**

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

Seller will send Invoices to:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
P.O. Box 4403  
Houston, Texas 77210 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman  
Phone: (281) 588-6253; Fax: (281) 582-7578

If using courier services, please use the street address:

BARIVEN, S.A.  
c/o PDVSA Services, Inc.  
1293 Eldridge Parkway  
Houston, Texas 77077 USA  
Attn: Accounts Payable  
Contact Person: Tim Marshman  
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

**NOTE TO SUPPLIERS:**

Invoices will not be processed unless all export or quality documents are provided.